


# EXHIBIT 14

UNITED STATES BANKRUPTCY COURT FOR DISTRICT OF Delaware		<b>GRACE NON-ASBESTOS PROOF OF CLAIM FORM</b>
Name of Debtor: <b>W.R. Grace &amp; Co.-Conn.</b>		Case Number <b>01-1179</b>
<p><b>NOTE: Do not use this form to assert an Asbestos Personal Injury Claim, a Settled Asbestos Claim or a Zonolite Attic Insulation Claim. These claims will be subject to a separate claims submission process. This form should also not be used to file a claim for an Asbestos Property Damage Claim or Medical Monitoring Claim. A specialized proof of claim form for each of these claims should be filed.</b></p>		
Name of Creditor (The person or other entity to whom the Debtor owes money or property): <b>Sealed Air Corporation (US)</b>		THIS SPACE IS FOR COURT USE ONLY
Name and address where notices should be sent: Sealed Air Corporation (US) c/o Sealed Air Corporation Park 80 East Saddle Brook, NJ 07663 Attention: H. Katherine White		
Account or other number by which creditor identifies Debtor:		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. See Annex A. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Corporate Name, Common Name, and/or d/b/a name of specific Debtor against whom the claim is asserted: <b>W.R. Grace &amp; Co.-Conn.</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>1. Basis for Claim</b>  <input type="checkbox"/> Goods sold  <input type="checkbox"/> Services performed  <input type="checkbox"/> Environmental liability  <input type="checkbox"/> Money loaned  <input type="checkbox"/> Non-asbestos personal injury/wrongful death  <input type="checkbox"/> Taxes  <input checked="" type="checkbox"/> Other <u>See Annex B</u> </div> <div style="width: 50%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a)  <input type="checkbox"/> Wages, salaries, and compensation (fill out below)             Your SS #: _____            Unpaid compensation for services performed from _____ to _____ (date)         </div> </div>		
<b>2. Date debt was incurred: On and after March 30, 1998</b>		<b>3. If court judgment, date obtained:</b>
<b>4. Total Amount of Claim at Time Case Filed:</b> If all or part of your claim is secured or entitled to priority, also complete Item 5 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		<b>\$ 4,830,009.950.54 - See Annex B</b>
<b>5. Classification of Claim. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>SECURED CLAIM</b> (check this box if your claim is secured by collateral, including a right of setoff).             Brief Description of Collateral:   <input type="checkbox"/> Real Estate      <input type="checkbox"/> Other (Describe briefly) _____             Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$ _____             Attach evidence of perfection of security interest   <input checked="" type="checkbox"/> <b>UNSECURED NONPRIORITY CLAIM</b>             A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.         </div> <div style="width: 50%;"> <input type="checkbox"/> <b>UNSECURED PRIORITY CLAIM</b> - Specify the priority of the claim.   <input type="checkbox"/> Wages, salaries, or commissions (up to \$4650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).   <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).   <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7).   <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).         </div> </div>		
<b>6. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only  
<b>7. Supporting Documents:</b> <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. <b>DO NOT SEND ORIGINAL DOCUMENTS.</b> If the documents are not available, explain. If the documents are voluminous, attach a summary.		
<b>8. Acknowledgement:</b> Upon receipt and processing of this Proof of Claim, you will receive an acknowledgement card indicating the date of filing and your unique claim number. If you want a file stamped copy of the Proof of Claim form itself, enclose a self-addressed envelope and copy of this proof of claim form.		
Date <b>3/26/03</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>H. Katherine White</b> <i>H. Katherine White, Vice President</i>	

**Annex A to Proof of Claim filed by Sealed Air Corporation (US)**

The items of the claim herein are the subject of claims filed by Cryovac, Inc. and its affiliates. The elements of this claim are also components of a claim filed by Sealed Air Corporation. Specifically, components of Sealed Air Corporation's claim relating to: indemnification for asbestos-related claims; indemnification for potential claims of Fresenius Medical Care, Inc. and its affiliates; contingent unliquidated claims for liabilities under the Tax Sharing Agreement; Net Benefit Amount liability regarding foreign pensions; severance costs related to U.S. and non-U.S. employees; pre-merger taxes and related costs associated with transferred employees; adjustment to Sealed Air Corporation's share of contribution for severance of W.R. Grace employees; site separation costs; transaction costs; IS separation costs; and costs and expenses of printing and mailing the Joint Proxy Statement and the Grace registration statement, are all subject to the claim filed herein.

ANNEX B TO PROOF OF CLAIM OF SEALED AIR CORPORATION (US)  
IN THE CHAPTER 11 CASE OF  
W.R. Grace & Co.-Conn. (Case No. 01-1179)

A. Claim Calculation

Claim Component	Amount Attributed to Claim Component	Source of Claim
1. Indemnification for Asbestos Related Claims, Including, Without Limitation, on Account of the Cases Listed on Schedule 1.	\$4,800,000,000.00 (estimated) <sup>1</sup>	Section 1.01 (definition of Packco Liabilities <sup>2</sup> ) and section 4.02(a) <sup>3</sup> of the Distribution Agreement, dated as of March 30, 1998, by and among W.R. Grace & Co., W.R. Grace & Co.-Conn., and Grace Specialty Chemicals Inc., as amended, and other related agreements (the "Distribution Agreement")(Exhibit A hereto)
2. Indemnification of Costs and Expenses Including Legal Fees as of December 31, 2002	\$17,948,544.82 (Schedule 2(a) and (b))	Section 1.01 (definition of Indemnifiable Losses <sup>4</sup> ) and section 4.02(a) <sup>5</sup> of the Distribution Agreement
3. Indemnification for Potential Claims by Fresenius Medical Care, Inc. and Its Affiliates	Unknown <sup>6</sup>	Section 1.01 and 4.02(a) of the Distribution Agreement and the TSA as defined in item 4

Claim Component	Amount Attributed to Claim Component	Source of Claim
4. Contingent Unliquidated Claims for Liabilities Under the Tax Sharing Agreement, dated as of March 30, 1998, by and among W.R. Grace & Co., W.R. Grace & Co.-Conn. and Sealed Air Corporation, (the "TSA") (Exhibit B hereto)	All liabilities relating to taxes, including interest, penalties and additions thereto, and all other amounts, required to be paid by W.R. Grace & Co.-Conn. or W.R. Grace & Co. to Sealed Air Corp. or any of its affiliates pursuant to the TSA and/or under the Distribution Agreement	1. Section 1.01 and 4.02(a) of the Distribution Agreement 2. The TSA
5. Net Benefit Amount Liability Regarding Foreign Pensions	\$8,520,000.00	1. Distribution Agreement; 2. Employment Benefits Allocation Agreement, dated as of March 30, 1998, by and among W.R. Grace & Co., W.R. Grace & Co.-Conn., and Grace Specialty Chemicals, Inc., as amended (the "EBA") (Exhibit C hereto); and 3. Agreement Regarding Foreign Pension and Employee Matters, dated as of March 30, 1998 by and among W.R. Grace & Co., W.R. Grace & Co.-Conn., Grace Specialty Chemicals, Inc., and Sealed Air Corporation, as amended (the "FPA") (Exhibit D hereto)
6. Severance and Other Benefits and Costs Reimbursable by W.R. Grace & Co. Relating to U.S. Packaging Employees	\$1,072,654.00	1. Section 5.01 of the EBA 2. Section 1.01 (definition of Packco Liabilities) of the Distribution Agreement

Claim Component	Amount Attributed to Claim Component	Source of Claim
7. Pre-Merger Taxes and Related Costs Associated with Transferred Employees on International Assignments	\$485,569.83	1. Sections 1.01, 6.01, and 7.03 of the EBA 2. The FPA
8. Severance Costs Relating to Non-U.S. Employees	\$457,547.00	Section 3.02 of the FPA
9. Adjustment to Sealed Air Corp.'s Share of Contribution for Severance of W.R. Grace Employees	\$121,111.00	Section 8.04 of the Distribution Agreement
10. Site Separation Costs	Unknown	Section 8.04 of the Distribution Agreement and related agreements
11. Transaction Costs	\$864,021.06	Section 8.04 of the Distribution Agreement
12. IS Separation Costs	\$441,933.66 (Schedule 3)	Section 8.04 of the Distribution Agreement and related IT separation agreements
13. Costs and Expenses of Printing and Mailing the Joint Proxy Statement and the Grace Registration Statement	\$98,569.17	Section 6.12(a) of the Agreement and Plan of Merger, dated as of August 14, 1997 by and among W.R. Grace & Co., Sealed Air Corporation and Packco Acquisition Corp., as amended (the "Merger Agreement")
<b>Total Claim Amount</b>	<b><u>\$4,830,009,950.54</u></b>	

B. Additional Statements/Qualifications

1. The claimant is submitting this proof of claim in an aggregate amount which includes estimated amounts as well as contingent claims for various elements, as more specifically stated in Part A of this Annex. The claimant is reserving the right to amend the amount claimed herein based on the occurrence of contingencies, future estimates and/or the fixing of the estimated amounts.
2. The documentation supporting the claim is voluminous. Certain of supporting documentation is attached to, inter alia, the claim of Sealed Air Corporation in Case No. 01-1139, and is incorporated herein by reference. All supporting documentation necessary to support the claim is available upon request.
3. The claim is not subject to any setoff or counterclaim, except to the extent that the debtor or other party may take any action that would give rise to a right of setoff, recoupment, counterclaim or other rights or claim that the claimant may have against the debtor.
4. Subject to paragraph 3 above, this claim is a general unsecured claim.
5. The claimant does not waive any right to any security held by or on behalf of the claimant or claimant's right to claim specific assets or other right or rights of action that the claimant has or may have against the debtor.
6. The claimant reserves their right generally to (a) amend, update, or supplement this proof of claim at any time and in any respect, including, without limitation, (i) designating any portion of it as entitled to a secured, priority or administrative expense status and (ii) asserting additional claims arising under the Merger Agreement, Distribution Agreement, the TSA, and all other agreements related thereto; (b) file a request for payment of an administrative or priority expense, (c) assert any post-petition liabilities against the debtor or (d) file claims or other payment demands with respect of executory contracts that have not been rejected as of the date hereof.

Endnotes

1. This claim will be eliminated if the parties enter into the Settlement Agreement as currently contemplated in Adv. P. No. 02-2210 (the "Settlement Agreement") and a chapter 11 plan consistent with the terms of such pending settlement is confirmed.
2. Section 1.01 provides, "... Packco liabilities shall not, in any event, include: ... (c) Liabilities, whether such Liabilities relate to events, occurrences or circumstances occurring or existing, or whether such Liabilities arise, before, on or after the Distribution Date, relating to asbestos or asbestos-containing materials manufactured and/or sold (collectively "Asbestos Activities") by Grace, Grace-Conn. or any of their respective Subsidiaries, affiliates or predecessors ..."
3. Section 4.02(a) provides, "... [T]he New Grace Group shall indemnify, defend and hold harmless the Packco Indemnitees from and against (i) all Indemnifiable Losses arising out of or due to the failure or alleged failure of any member of the New Grace Group (x) to pay any Grace-Conn. Liabilities (including, without limitation, all Liabilities specifically excluded from the definition of Packco Liabilities herein), whether such Indemnifiable Losses relate to events, occurrences or circumstances occurring or existing, or whether such Indemnifiable Losses are asserted, before or after the Distribution Date ..."
4. Section 1.01 provides, "Indemnifiable losses [are] all losses, Liabilities, damages, claims, demands, judgments or settlements of any nature or kind, including all reasonable costs and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto, suffered (and not actually reimbursed by insurance proceeds) by an Indemnitee, including any reasonable costs or expenses of enforcing any indemnity hereunder.
5. See Endnote 3.
6. Endnote 1 similarly applies to this item.
7. This claim will be eliminated upon assumption of the TSA as currently contemplated by the Settlement Agreement.



**SCHEDULE 1**

SEALED AIR CORPORATIONListing of Cases for Bankruptcy Proof of Claim

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Tchoryk v. A-Best Products Co., et al.,</u> Case No. CV02464187 D65 CM	Ct. Com. Pl., Cuyahoga County, Ohio	NA
<u>Gambrell v. Asbestos Claims Management Corp., et al.,</u> Case No. CV 98-7550	Cir. Ct. of Jefferson County, Alabama	12/22/1998
<u>Priest v. W.R. Grace &amp; Co.-Conn., DV-99-4</u>	Lincoln County Dist. Ct., 19 <sup>th</sup> Jud. Dist., Mont.	01/08/1999
<u>Lindholm, et al. V. W.R. Grace &amp; Co.,</u> MDL 1376 (D. Mass.)	D. Mass.	02/22/2000
<u>Grenfell v. W.R. Grace &amp; Co., et al.,</u> MDL 875 (E.D. Pa.)	E.D. Pa.	03/09/2000
<u>Tennison v. W.R. Grace &amp; Co., et al., U.S. District</u> Case No. CV 00-035-M-DWM	D. Mont., Missoula Div.	03/09/2000
<u>Barbanti v. W.R. Grace &amp; Co.-Conn., et al.,</u> Case No. 00201756-6	Super.Ct., Spokane Cty., Wash.	03/30/2000
<u>Price v. W. R. Grace &amp; Co., et al.,</u> MDL 1376 (D. Mass.)	D. Mass.	04/28/2000
<u>Goldstein, et al. v. W.R. Grace &amp; Co., et al.,</u> MDL 1376 (D. Mass.)	D. Mass.	05/08/2000
<u>Chakarian v. W.R. Grace &amp; Co.,</u> MDL 875 (E.D. Pa.)	E.D. Pa.	05/16/2000
<u>Hunter v. W.R. Grace &amp; Co., et al.,</u> MDL 1376 (D. Mass.)	D. Mass	07/24/2000
<u>Seibolts v. W.R. Grace &amp; Co.-Conn., et al.,</u> MDL 875	E.D. Pa.	09/01/2000
<u>Groh v. W.R. Grace &amp; Co.-Conn., et al.,</u> MDL 875	E.D. Pa.	09/01/2000
<u>Johnson v. W.R. Grace &amp; Co.-Conn., et al.,</u> MDL 875	E. D. Pa.	09/01/2000

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>McMurchie v. W.R. Grace &amp; Co.-Conn., et al.,</u> Case No. PI 00-015072	Hennepin County Dist. Court, 4 <sup>th</sup> Jud. Dist. Minn.	10/18/2000
<u>Abner v. W.R. Grace &amp; Co., et al.,</u> Case No. 315465	Super. Ct., San Francisco County., Cal.	11/27/2000
<u>Mihalovich v. W.R. Grace &amp; Co.-Conn., et al.,</u> Case No. CS-01-0036-FVS	E. D. Wash.	02/01/2001
<u>Simpson v. Owens-Corning f/k/a Owens-Corning Fiberglas Corp., et al.,</u> Case No. 1999-CI-16239	Bexar County Dist. Ct., 37 <sup>th</sup> Jud. Dist., Tex.	02/23/2001
<u>Lerma v. AcandS, Inc., et al.,</u> Case No. 00-5898-F	Nueces County Dist. Ct., 214 <sup>th</sup> Jud. Dist., Tex.	03/02/2001
<u>Dunn v. Owens-Corning f/k/a Owens-Corning Fiberglas Corp., et al.,</u> Case No. 00-3385-A	Nueces County Dist. Ct., 28 <sup>th</sup> Jud. Dist., Tex.	03/02/2001
<u>Milner v. Owens-Corning f/k/a Owens-Corning Fiberglas Corp., et al.,</u> Case No. 00-4479-G	Nueces County Dist. Ct., 319 <sup>th</sup> Jud. Dist., Tex.	03/02/2001
<u>Brant v. W.R. Grace &amp; Co.-Conn, et al.,</u> Case No. 01201043-8	Super.Ct., Spokane Cty., Wash.	03/02/2001
<u>Mumphrey v. AcandS, Inc., et al.,</u> Case No. 44929-A	County Ct. of Smith County at Law 2	03/05/2001
<u>Ashna v. AcandS, Inc., et al.,</u> Case No. 01-558-E	Nueces County Dist. Ct., 148 <sup>th</sup> Jud. Dist., Tex.	03/05/2001
<u>Bell v. Owens-Corning f/k/a Owens-Corning Fiberglas Corp., et al.,</u> Case No. 5376-B	Nueces County Dist. Ct., 117 <sup>th</sup> Jud. Dist., Tex.	03/20/2001
<u>Painter v. AP Green Industries, Inc., et al.,</u> Case No. CC-99-08920-C	County Ct. of Dallas County at Law 3	03/23/2001
<u>Painter v. AP Green Industries, Inc., et al.,</u> Case No. DV01-01002-H	Dallas County Dist. Ct., 160 <sup>th</sup> Jud. Dist., Tex.	03/23/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Eggert v. W.R. Grace &amp; Co.-Conn, et al.,</u> Case No. CIV0 1-0121-N-EJL	D. Idaho	03/26/2001
<u>Woodward v. Sealed Air Corporation (US), et al.,</u> Case No. 01-10547 PBS	D. Mass.	04/03/2001
<u>Blankenship v. A-Best Products Company, et al.,</u> Case No. 01-433591-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/09/2001
<u>McDonald, et al. v. A-Best Products Company, et al.,</u> Case No. 01-434358-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/09/2001
<u>Snyder v. A-Best Products Company, et al.,</u> Case No. 01-433800-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/10/2001
<u>Blanton v. A-Best Products Company, et al.,</u> Case No. 01-433799-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/10/2001
<u>Brenskelle v. A-Best Products Company, et al.,</u> Case No. 01-433859-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/12/2001
<u>Christy, et al. v. A-Best Products Company, et al.,</u> Case No. 01-434225-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Benshoff, et al. v. A-Best Products Company, et al.,</u> Case No. 01-434509-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Zaranka, et al. v. A-Best Products Company, et al.,</u> Case No. 01-434221	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Alley v. A-Best Products Company, et al.,</u> Case No. 01-433801-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Cody, et al. v. A-Best Products Company, et al.,</u> Case No. 01-434308-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Black, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437441-CV	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Hopkins, et al. v. A-Best Products Company, et al., Case No. 375292, et al.</u> 6300 consolidated actions with separate case numbers.	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Luscombe, et al. v. A-Best Products Company, et al., Case No. 01-434171-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2001
<u>Davenport, et al. v. A-Best Products Company, et al., Case No. 01-434687-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/19/2001
<u>Brown, J. v. A-Best Products Company, et al., Case No. 01-434572-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/20/2001
<u>Vasil, et al. v. A-Best Products Company, et al., Case No. 01-434523-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/20/2001
<u>Abbadini, et al. v. A-Best Products Company, et al., Case No. 01-434871-CV</u>	Ct. Com. Pl. Cuyahoga County, Ohio	04/23/2001
<u>Lonchar, et al. v. A-Best Products Company, et al., Case No. 01-434821-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/23/2001
<u>Dye, et al. v. BF Goodrich Company, et al., Case No. 01-434737-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/23/2001
<u>Brown, M.J., et al. v. A-Best Products Company, et al., Case No. 434637-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	04/24/2001
<u>Jackson, et al. v. A-Best Products Company, et al., Case No. 01-435398-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	05/04/2001
<u>Ameduri, et al. v. A-Best Products Company, et al., Case No. 01-435033</u>	Ct. Com. Pl., Cuyahoga County, Ohio	05/07/2001
<u>Robinson, et al. v. A-Best Products Company, et al., Case No. 01-435215-CV</u>	Ct. Com. Pl., Cuyahoga County, Ohio	05/07/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Hill, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435083-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/08/2001
<u>Wilson, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435265-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/08/2001
<u>Butler v. A-Best Products Company, et al.,</u> Case No. 01-436057-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/14/2001
<u>Abrom, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435983-CV	C. P. Cuyahoga County, Ohio	05/14/2001
<u>Thomas, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435758-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/14/2001
<u>Fuzell, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435588-435637	Ct. Com. Pl., Cuyahoga County, Ohio	05/14/2001
<u>Murray, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435933-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/14/2001
<u>Rogers, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435808-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/14/2001
<u>Grasse, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435638-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/14/2001
<u>Dann, et al. v. A-Best Products Company, et al.,</u> Case No. 01-435448-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/15/2001
<u>Krutil, et al. v. A-Best Products Company, et al.,</u> Case No. 01-436599-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001
<u>Louis, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437204-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001
<u>Hovanic, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437552-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Allen, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437462-CV	Ct. Com. Pl. Cuyahoga County, Ohio	05/16/2001
<u>Richardson, et al. v. A-Best Products Company, et al.,</u> Case No. 437006-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001
<u>Peel, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437410-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001
<u>Bailey, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437372-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001
<u>Horrison, et al. v. A-Best Products Company, et al.,</u> Case No. 437453-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/16/2001
<u>Greer, et al. v. A-Best Products Company, et al.,</u> Case No. 01-436771-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/17/2001
<u>Clements, et al. v. A-Best Products Company, et al.,</u> Case No. 01-436822-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/17/2001
<u>Hampton, et al. v. A-Best Products Company, et al.,</u> Case No. 01-437154-CV	Ct. Com. Pl., Cuyahoga County, Ohio	05/17/2001
<u>Adams, et al. v. A-Best Products Company, et al.,</u> Case No. 01-436956-CV	Ct. Com. Pl. Cuyahoga County, Ohio	05/17/2001
<u>White v. A-Best Products Company, et al.</u> Case No. 01-438773-CV D97 CM	Ct. Com. Pl., Cuyahoga County, Ohio	05/23/2001
<u>White, et al. v. A-Best Products Co., et al.,</u> Case No. 01-438773-CV D97 CM	Ct. Com. Pl., Cuyahoga County, Ohio	05/23/2001
<u>Straub v. A-Best Products Co., et al.,</u> Case No. 01-439617-CV D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/04/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>McCallum, et al. v. A-Best Products Co., et al.,</u> Case No. 01-439786-CV D94 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/05/2001
<u>Kelly, et al. v. A-Best Products Co., et al.,</u> Case No. 01-441196-CV D71 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/18/2001
<u>Barrett, et al. v. A-Best Products Co., et al.,</u> Case No. 01-441288-CV D94 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/18/2001
<u>Barnett, et al. v. A-Best Products Co., et al.,</u> Case No. 01-441440-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/18/2001
<u>D'Andrea, et al. v. A-Best Products Co., et al.,</u> Case No. 01-441534-CV D71 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/18/2001
<u>Peters, et al. v. A-Best Products Co., et al.,</u> Case No. 01-441303-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/18/2001
<u>Bartles, et al. v. A-Best Products Co., et al.,</u> Case No. 01-441643-CV D71 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/20/2001
<u>Walton, et al. v. A-Best Products Co., et al.,</u> Case No.	Ct. Com. Pl., Cuyahoga County, Ohio	07/02/2001
<u>Gossard, et al. v. A-Best Products Co., et al.,</u> Case No. 01-442866-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/20/2001
<u>Martin, et al. v. A-Best Products Co., et al.,</u> Case No. 01-443138-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/20/2001
<u>Colonna, et al. v. A-Best Products Co., et al.,</u> Case No. 01-443289-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/20/2001
<u>Alvarado, et al. v. A-Best Products Co., et al.,</u> Case No. 01-443307-CV D91 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/23/2001



<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Formica, et al. v. A-Best Products Co., et al.</u> Case No. 01-443539-CV D39 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/23/2001
<u>Porter, et al. v. A-Best Products Co., et al.</u> Case No. 01-443793-CV D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/23/2001
<u>Brown, et al. v. A-Best Products Co., et al.</u> Case No. 01-443678-CV D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/23/2001
<u>Christian, et al. v. A-Best Products Co., et al.</u> Case No. 01-443330-CV D91 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/23/2001
<u>Greathouse, et al. v. A-Best Products Co., et al.</u> Case No. 01-444829-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/03/2001
<u>Mainguy, et al. v. A-Best Products Co., et al.</u> Case No. 01-444830-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/06/2001
<u>Frontz, et al. v. A-Best Products Co., et al.</u> Case No. 01-444832-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/06/2001
<u>Spence, et al. v. A-Best Products Co., et al.</u> Case No. 01-444831-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/06/2001
<u>Blackshear, et al. v. A-Best Products Co., et al.</u> Case No. 01-444833-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/08/2001
<u>Budd, et al. v. A-Best Products Co., et al.</u> Case No. 01-444951-CV E15 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/14/2001
<u>Jessee, et al. v. A-Best Products Co., et al.</u> Case No. 01-445212-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/14/2001
<u>Hill, et al. v. A-Best Products Co., et al.</u> Case No. 01-445624-CV D91 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/21/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Schuler, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445683-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/22/2001
<u>Moore, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445684-CV D89 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/23/2001
<u>Anzur, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445936-CV D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/23/2001
<u>Kochemba, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445881-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/23/2001
<u>Bridges, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445886-CV D91 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2001
<u>Navolanic, et al. v. A-Best Products Co., et al.,</u> Case No. 01-446189-CV E13 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2001
<u>Goodwin, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445752-CV D91 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2001
<u>Bryant, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445882-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2001
<u>Miller, et al. v. A-Best Products Co., et al.,</u> Case No. 01-445883-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2001
<u>Basalyk, et al. v. A-Best Products Co., et al.,</u> Case No. 01-446196-CV E13 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/29/2001
<u>Daily, et al. v. A-Best Products Co., et al.,</u> Case No. 01-446190-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/29/2001
<u>Anderson, et al. v. A-Best Products Co., et al.,</u> Case No. 01-446190-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/30/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Henderson, et al. v. A-Best Products Co., et al.</u> Case No. 01-446808-CV D38 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/12/2001
<u>Talbott, et al. v. A-Best Products Co., et al.</u> Case No. 01-447789-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/19/2001
<u>Logsdon, et al. v. A-Best Products Co., et al.</u> Case No. 01-447763-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/19/2001
<u>Pauff, et al. v. A-Best Products Co., et al.</u> Case No. 01-447987-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/24/2001
<u>Roth, et al. v. A-Best Products Co., et al.</u> Case No. 01-447985-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/24/2001
<u>Ellerbroch, et al. v. A-Best Products Co., et al.</u> Case No. 01-447803-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/24/2001
<u>Terkun, et al. v. A-Best Products Co., et al.</u> Case No. 01-447985-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/27/2001
<u>Patterson, et al. v. A-Best Products Co., et al.</u> Case No. 01-447985-CV D92 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/27/2001
<u>Burns, et al. v. A-Best Products Co., et al.</u> Case No. 01-448854-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/02/2001
<u>Barrett, et al. v. A-Best Products Co., et al.</u> Case No. 01-449179-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/04/2001
<u>Knots, et al. v. A-Best Products Co., et al.</u> Case No. 01-449250-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/12/2001
<u>Beal, et al. v. A.P. Green Services, Inc., et al.</u> Case No. 01-449958-CV D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/15/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Allred, et al. v. A-Best Products Co., et al.,</u> Case No. 01-449883-CV D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/15/2001
<u>Andrews, et al. v. A-Best Products Co., et al.,</u> Case No. 01-449981-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/17/2001
<u>Arrington, et al. v. A-Best Products Co., et al.,</u> Case No. 01-450324-CV D89 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/25/2001
<u>Quick, et al. v. A-Best Products Co., et al.,</u> Case No. 01-45053X-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/25/2001
<u>Rosie, et al. v. A-Best Products Co., et al.,</u> Case No. 01-451212-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	11/08/2001
<u>Jenkins v. A-Best Products Co., et al.,</u> Case No. 01-452552-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/03/2001
<u>Powell v. A-Best Products Co., et al.,</u> Case No. 01-452550-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/03/2001
<u>Simpson v. A-Best Products Co., et al.,</u> Case No. 01-452551-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/03/2001
<u>Hampton v. A-Best Products Co., et al.,</u> Case No. 01-453097-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/04/2001
<u>Stroub v. A-Best Products Co., et al.,</u> Case No. 01-453047-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/04/2001
<u>Rumpf v. A.P. Green Services, Inc., et al.,</u> Case No. 01-453047-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/05/2001
<u>Pearson v. A-Best Products Co., et al.,</u> Case No. 01-452876-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/05/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Altieri v. A-Best Products Co., et al.,</u> Case No. 01-453740-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Janeczko v. A-Best Products Co., et al.,</u> Case No. 01-453988-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Gifford v. A-Best Products Co., et al.,</u> Case No. 01-453790-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Sop v. A-Best Products Co., et al.,</u> Case No. 01-453402-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Sherock v. A-Best Products Co., et al.,</u> Case No. 01-454336-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Gaioch v. A-Best Products Co., et al.,</u> Case No. 01-454974-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Brennan v. A-Best Products Co., et al.,</u> Case No. 01-453938-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/17/2001
<u>Ackerman v. A-Best Products Co., et al.,</u> Case No. 01-454181-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/20/2001
<u>Phillips v. A-Best Products Co., et al.,</u> Case No. 01-454386-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/20/2001
<u>Dailey v. A-Best Products Co., et al.,</u> Case No. 01-454131-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/20/2001
<u>Jones v. A-Best Products Co., et al.,</u> Case No. 01-455033-CV D85 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/28/2001
<u>Liebhart v. A-Best Products Co., et al.,</u> Case No. 01-454889-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/28/2001

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Chicone v. A-Best Products Co., et al.,</u> Case No. 01-454851-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/28/2001
<u>Manos v. A-Best Products Co., et al.,</u> Case No. 01-454561-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/28/2001
<u>Toth v. A-Best Products Co., et al.,</u> Case No. 01-454701-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/28/2001
<u>Simmons v. A-Best Products Co., et al.,</u> Case No. 01-455521-CV D35 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/31/2001
<u>Pulver v. A-Best Products Co., et al.,</u> Case No. 01-456418-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Porter v. A-Best Products Co., et al.,</u> Case No. 01-456556-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Koshock v. A-Best Products Co., et al.,</u> Case No. 01-456279-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Allison v. A-Best Products Co., et al.,</u> Case No. 01-455562-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Cockburn v. A-Best Products Co., et al.,</u> Case No. 01-455951-CV D36 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Jackson v. A-Best Products Co., et al.,</u> Case No. 01-456279-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Hanel v. A-Best Products Co., et al.,</u> Case No. 01-456279-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Battle v. A-Best Products Co., et al.,</u> Case No. 01-455746-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Little v. A-Best Products Co., et al.</u> , Case No. 01-455772-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Tyree v. A-Best Products Co., et al.</u> , Case No. 01-456779-CV D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Bales v. A-Best Products Co., et al.</u> , Case No. 01-455994-CV D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Yoho v. A-Best Products Co., et al.</u> , Case No. 01-455730-CV D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Allen v. A-Best Products Co., et al.</u> , Case No. 01-455719-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/14/2002
<u>Sealed Air Corporation v. Fresenius Medical Care AG et al.</u> , Case No. 600300/02	Supreme Court of the State of New York, County of New York	01/23/2002
<u>Burden v. A.P. Green Services, Inc., et al.</u> , Case No. 01-457806-CV D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Zoul v. A.P. Green Services, Inc., et al.</u> , Case No. 01-457809-CV D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Maiorano v. A.P. Green Services, Inc., et al.</u> , Case No. 01-456965-CV D85 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Trexler v. A-Best Products Co., et al.</u> , Case No. 01-456952-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Holmes v. A-Best Products Co., et al.</u> , Case No. 01-455882-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Graham v. A.P. Green Services, Inc., et al.</u> , Case No. 01-456968-CV D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Hart v. A.P. Green Services, Inc., et al.,</u> Case No. 01-456965-CV D85 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Hall v. A-Best Products Co., et al.,</u> Case No. 01-455882-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Berry v. A-Best Products Co., et al.,</u> Case No. 01-455882-CV D66 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/24/2002
<u>Jones v. A-Best Products Co., et al.,</u> Case No. 02-458535-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/01/2002
<u>Reed v. A-Best Products Co., et al.,</u> Case No. 02-458699-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/01/2002
<u>Lee v. A-Best Products Co., et al.,</u> Case No. 02-457953-CV D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/01/2002
<u>Watson v. A.P. Green Services, Inc., et al.,</u> Case No. 01-457724-CV D94 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/01/2002
<u>Scarbro v. A-Best Products Co., et al.,</u> Case No. 02-458749-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/01/2002
<u>McCray v. A-Best Products Co., et al.,</u> Case No. 02-458749-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/04/2002
<u>Golden v. A-Best Products Co., et al.,</u> Case No. 02-459276-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/04/2002
<u>Foster v. A.P. Green Services, Inc., et al.,</u> Case No. 01-457722-CV D94 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/04/2002
<u>Clements v. A-Best Products Co., et al.,</u> Case No. 02-458749-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/04/2002



<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Phillips v. A.P. Green Services, Inc., et al.,</u> Case No. 02-458843-CV D94 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/04/2002
<u>Rose v. A-Best Products Co., et al.,</u> Case No. 02-458902-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/04/2002
<u>Ratkovich v. A-Best Products Co., et al.,</u> Case No. 02-459329-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/06/2002
<u>Noble v. A-Best Products Co., et al.,</u> Case No. 02-459734-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/08/2002
<u>Spence v. A-Best Products Co., et al.,</u> Case No. 02-459784-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Johnson v. A-Best Products Co., et al.,</u> Case No. 02-459592-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Gatrell v. A-Best Products Co., et al.,</u> Case No. 02-459379-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Robertson v. A-Best Products Co., et al.,</u> Case No. 02-459112-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Prock v. A-Best Products Co., et al.,</u> Case No. 02-459957-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Seaflier v. A-Best Products Co., et al.,</u> Case No. 02-460007-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Crigger v. A-Best Products Co., et al.,</u> Case No. 02-459542-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/11/2002
<u>Wilson v. A-Best Products Co., et al.,</u> Case No. 02-460383-CV D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Hall v. A-Best Products Co., et al.,</u> Case No. 02-460583-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Hill v. A-Best Products Co., et al.,</u> Case No. 02-460333-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Coulter v. A-Best Products Co., et al.,</u> Case No. 02-460939-CV D65 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Bomba v. A-Best Products Co., et al.,</u> Case No. 02-460533-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Hawkins v. A-Best Products Co., et al.,</u> Case No. 02-461078-CV D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Pendleton v. A-Best Products Co., et al.,</u> Case No. 02-461079-CV D82 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Burgess v. A-Best Products Co., et al.,</u> Case No. 02-461022-CV D82 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2002
<u>Tidmore v. A-Best Products Co., et al.,</u> Case No. 02-460306-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/25/2002
<u>Letscher v. A-Best Products Co., et al.,</u> Case No. 02-461081-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/25/2002
<u>Grey v. A-Best Products Co., et al.,</u> Case No. 02-461022-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/25/2002
<u>Washington v. A-Best Products Co., et al.,</u> Case No. 02-460306-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/25/2002
<u>Nash v. A-Best Products Co., et al.,</u> Case No. 02-461587-CV D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/25/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Degrolamo v. A-Best Products Co., et al.,</u> Case No. 02-461203-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/26/2002
<u>Barbati v. A-Best Products Co., et al.,</u> Case No. 02-461382-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/26/2002
<u>Chmura v. A-Best Products Co., et al.,</u> Case No. 02-461575-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	02/26/2002
<u>Smith v. A-Best Products Co., et al.,</u> Case No. 02-462822-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Adams v. A-Best Products Co., et al.,</u> Case No. 02-461532-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Scarfo v. A-Best Products Co., et al.,</u> Case No. 02-461082-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>O'Bryant v. A-Best Products Co., et al.,</u> Case No. 02-460973-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Babbitt v. A-Best Products Co., et al.,</u> Case No. 02-461382-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Campola v. A-Best Products Co., et al.,</u> Case No. 02-461284-CV D65 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Vassel v. A-Best Products Co., et al.,</u> Case No. 02-461083-CV D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Jennings v. A-Best Products Co., et al.,</u> Case No. 02-461284-CV D65 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/04/2002
<u>Pierce v. A-Best Products Co., et al.,</u> Case No. 02-463661-CV D65 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/12/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Shellito v. A-Best Products Co., et al.,</u> Case No. 02-463664-CV D85 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/12/2002
<u>Official Committee of Asbestos Personal Injury Claimants</u> <u>and Official Committee of Asbestos Property Damage</u> <u>Claimants of W.R. Grace &amp; Co. v. Sealed Air Corporation</u> <u>et. al., Case No. 02-2210</u>	USDC, District of Delaware	03/18/2002
<u>Short v. Firestone Tire &amp; Rubber Co., et al.,</u> Case No. CV014444533 D79 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/21/2002
<u>Davis v. A-Best Products Co., et al.,</u> Case No. CV01444534 D55 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/26/2002
<u>Baumgartner v. AP Green Services Inc.</u> Case No. CV02464011 D93 CM	Ct. Com. Pl., Cuyahoga County, Ohio	03/26/2002
<u>Pahut v. A-Best Products Co., et al.,</u> Case No. CV02466391 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2002
<u>Hill v. A-Best Products Co., et al.,</u> Case No. CV02466392 D99 CM	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2002
<u>King v. A-Best Products Co., et al.,</u> Case No. CV02466389 D99 CM	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2002
<u>Wysomierski v. A-Best Products Co., et al.,</u> Case No. CV01442040 D100 CM	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2002
<u>Rosier v. A-Best Products Co., et al.,</u> Case No. CV02466387 D81 CM	Ct. Com. Pl., Cuyahoga County, Ohio	04/16/2002
<u>Howard v. A-Best Products Co., et al.,</u> Case No. CV02466393 D30 CM	Ct. Com. Pl., Cuyahoga County, Ohio	04/17/2002
<u>Ogan v. A.W. Chesterson Co., et al.,</u> Case No. CV02467718 D84 CM	Ct. Com. Pl., Cuyahoga County, Ohio	05/02/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Asad v. A-Best Products Co., et al.,</u> Case No. CV02467115 D73 CM	Ct. Com. Pl., Cuyahoga County, Ohio	05/02/2002
<u>Drvenkar v. A-Best Products Co., et al.,</u> Case No. CV02468425 D80 CM	Ct. Com. Pl., Cuyahoga County, Ohio	05/06/2002
<u>Gordon v. A-Best Products Co., et al.,</u> Case No. CV02469706 D76 CM	Ct. Com. Pl., Cuyahoga County, Ohio	05/24/2002
<u>Giavor v. A-Best Products Co., et al.,</u> Case No. CV02464054 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/04/2002
<u>McBee v. A-Best Products Co., et al.,</u> Case No. CV02470611 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/04/2002
<u>Garicia v. A-Best Products Co., et al.,</u> Case No. CV02466393 D30 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/04/2002
<u>Padden v. A.W. Chesterson Co., et al.,</u> Case No. CV02467718 D84 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/04/2002
<u>Riedel v. A-Best Products Co., et al.,</u> Case No. CV02471311 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/07/2002
<u>Twitchell v. A-Best Products Co., et al.,</u> Case No. CV02471312 D28 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/07/2002
<u>Marchbank v. A-Best Products Co., et al.,</u> Case No. CV02464157 D65 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/10/2002
<u>Metzinger v. A-Best Products Co., et al.,</u> Case No. CV02471236 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/10/2002
<u>Smith v. A-Best Products Co., et al.,</u> Case No. CV02464104 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/10/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Furkin v. A-Best Products Co., et al.,</u> Case No. CV0246 D112 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/10/2002
<u>Montgomery v. A-Best Products Co., et al.,</u> Case No. CV02472454 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/14/2002
<u>Allen v. A-Best Products Co., et al.,</u> Case No. CV02464203 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/17/2002
<u>Bower v. A-Best Products Co., et al.,</u> Case No. CV02464172 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/17/2002
<u>Russell v. A-Best Products Co., et al.,</u> Case No. CV02472451 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/17/2002
<u>Griffin v. A-Best Products Co., et al.,</u> Case No. CV02464161 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/17/2002
<u>Ferenczy v. A-Best Products Co., et al.,</u> Case No. CV02464253 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/19/2002
<u>Music v. A-Best Products Co., et al.,</u> Case No. CV02472321 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/20/2002
<u>Howard v. A-Best Products Co., et al.,</u> Case No. CV02472317 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/20/2002
<u>Kendall v. Consolidated Rail Corp., et al.,</u> Case No. CV02472595 D62 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/20/2002
<u>Sturgeon v. A-Best Products Co., et al.,</u> Case No. CV02472315 D58 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/20/2002
<u>Bravo v. A-Best Products Co., et al.,</u> Case No. CV02464632 D82 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/24/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Elser v. A-Best Products Co., et al.,</u> Case No. CV02464532 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/24/2002
<u>Glover v. A-Best Products Co., et al.,</u> Case No. CV02464494 D82 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/24/2002
<u>Moore v. A-Best Products Co., et al.,</u> Case No. CV02473328 D97 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/27/2002
<u>Hawkins v. A-Best Products Co., et al.,</u> Case No. CV02464667 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/27/2002
<u>Guy A-Best Products Co., et al.,</u> Case No. CV0246898261 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/27/2002
<u>Barber v. A-Best Products Co., et al.,</u> Case No. CV02468962 D81 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/27/2002
<u>Morgan A.W. Chesterson Co., et al.,</u> Case No. CV02473132 D89 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/27/2002
<u>Arledge v. A-Best Products Co., et al.,</u> Case No. CV02468929 D61 CM	Ct. Com. Pl., Cuyahoga County, Ohio	06/27/2002
<u>Frazier v. A-Best Products Co., et al.,</u> Case No. CV02464582 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/01/2002
<u>McIntoch v. A-Best Products Co., et al.,</u> Case No. CV02473330 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/01/2002
<u>Frisby v. A-Best Products Co., et al.,</u> Case No. CV02473329 D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/01/2002
<u>Hatcher v. A-Best Products Co., et al.,</u> Case No. CV02469042 D80 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/08/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Chaney v. A-Best Products Co., et al.,</u> Case No. CV02469092 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/08/2002
<u>Pisciotta v. Sealed Air Corp., et al.</u> Case No. 02-114274	Sup.Ct., New York County, New York	07/08/2002
<u>Cash v. A-Best Products Co., et al.,</u> Case No. CV02469197 D99 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/08/2002
<u>Robinson v. A-Best Products Co., et al.,</u> Case No. CV02474041 D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/10/2002
<u>Adorno v. A-Best Products Co., et al.,</u> Case No. CV02475230 D76 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/24/2002
<u>Marvin v. A-Best Products Co., et al.,</u> Case No. CV02476391 D125 CM	Ct. Com. Pl., Cuyahoga County, Ohio	07/29/2002
<u>Weirauch v. A-Best Products Co., et al.,</u> Case No. CV02469200 D58 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/02/2002
<u>Bope v. A.W. Chesterson Co., et al.,</u> Case No. CV02475429 D90 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/02/2002
<u>Santore v. A-Best Products Co., et al.,</u> Case No. CV02475717 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/19/2002
<u>Leephart v. A-Best Products Co., et al.,</u> Case No. CV02478543 D28 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2002
<u>Fortune v. A-Best Products Co., et al.,</u> Case No. CV02478550 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/27/2002
<u>Haring v. A-Best Products Co., et al.,</u> Case No. CV02478553 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/29/2002
<u>Novak v. A-Best Products Co., et al.,</u> Case No. CV02478556 D95 CM	Ct. Com. Pl., Cuyahoga County, Ohio	08/30/2002



<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Kettner v. A-Best Products Co., et al.,</u> Case No. CV02479582 D88 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/06/2002
<u>Castillo v. A-Best Products Co., et al.,</u> Case No. CV02479583 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/06/2002
<u>Meltz v. A-Best Products Co., et al.,</u> Case No. CV02479581 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/06/2002
<u>Wiley v. A-Best Products Co., et al.,</u> Case No. CV02475757 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/10/2002
<u>Cameron v. A-Best Products Co., et al.,</u> Case No. CV02475785 D78 CM	Ct. Com. Pl., Cuyahoga County, Ohio	09/10/2002
<u>Evans v. A-Best Products Co., et al.,</u> Case No. CV02478676	Ct. Com. Pl., Cuyahoga County, Ohio	09/27/2002
<u>Tyus v. A-Best Products Co., et al.,</u> Case No. CB02478776	Ct. Com. Pl., Cuyahoga County, Ohio	09/30/2002
<u>Jarrell v. A-Best Products Co., et al.,</u> Case No. 2478835	Ct. Com. Pl., Cuyahoga County, Ohio	10/04/2002
<u>Swoope v. A-Best Products Co., et al.,</u> Case No. CV02476789	Ct. Com. Pl., Cuyahoga County, Ohio	10/04/2002
<u>Feazell v. A-Best Products Co., et al.,</u> Case No. CB02478815	Ct. Com. Pl., Cuyahoga County, Ohio	10/04/2002
<u>Raymond v. A-Best Products Co., et al.,</u> Case No. CV02478947	Ct. Com. Pl., Cuyahoga County, Ohio	10/07/2002
<u>Banas v. A-Best Products Co., et al.,</u> Case No. CV02478847	Ct. Com. Pl., Cuyahoga County, Ohio	10/07/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Mitchell v. A-Best Products Co., et al.,</u> Case No. CV02478897	Ct. Com. Pl., Cuyahoga County, Ohio	10/07/2002
<u>Holovach v. A-Best Products Co., et al.,</u> Case No. CV02478726	Ct. Com. Pl., Cuyahoga County, Ohio	10/07/2002
<u>Durko v. A-Best Products Co., et al.,</u> Case No. CV02482887	Ct. Com. Pl., Cuyahoga County, Ohio	10/09/2002
<u>Jones v. A-Best Products Co., et al.,</u> Case No. CV02483396	Ct. Com. Pl., Cuyahoga County, Ohio	10/11/2002
<u>Brown v. A-Best Products Co., et al.,</u> Case No. CV02483395	Ct. Com. Pl., Cuyahoga County, Ohio	10/11/2002
<u>Hasson v. A.W. Chesterson Co., et al.,</u> Case No. CV02483401 D84 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/15/2002
<u>Bogan v. A-Best Products Co., et al.,</u> Case No. CV02480484 D74 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/18/2002
<u>West v. A-Best Products Co., et al.,</u> Case No. CV02480584 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/18/2002
<u>Row v. A-Best Products Co., et al.,</u> Case No. CV02480634 D74 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/18/2002
<u>Arntz v. A.W. Chesterson Co., et al.,</u> Case No. CV02482175 D87 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/21/2002
<u>Anderson v. A-Best Products Co., et al.,</u> Case No. CV02480754 D57 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/21/2002
<u>Coleman v. A-Best Products Co., et al.,</u> Case No. CV02480672 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/21/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Channels v. A-Best Products Co., et al.,</u> Case No. CV02480534 D77 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/21/2002
<u>Ohneck v. A-Best Products Co., et al.,</u> Case No. CV02484711 D26 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/30/2002
<u>Briggs v. A-Best Products Co., et al.,</u> Case No. CV02484708 D76 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/30/2002
<u>Dailey v. A-Best Products Co., et al.,</u> Case No. CV02483235 D83 CM	Ct. Com. Pl., Cuyahoga County, Ohio	10/30/2002
<u>Workman v. A.W. Chesterson Inc., et al.,</u> Case No. CV02484857 D73 CM	Ct. Com. Pl., Cuyahoga County, Ohio	11/01/2002
<u>McKee v. Pfizer, et al.,</u> Case No. CV02484712 D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	11/01/2002
<u>Hanshew v. Pfizer, et al.,</u> Case No. CV02484709 D76 CM	Ct. Com. Pl., Cuyahoga County, Ohio	11/01/2002
<u>Dunlap v. A.W. Chesterson Inc., et al.,</u> Case No. CV02485862 D74 CM	Ct. Com. Pl., Cuyahoga County, Ohio	11/15/2002
<u>Howieson v. A.W. Chesterson Inc., et al.,</u> Case No. CV02485862 D74 CM	Ct. Com. Pl., Cuyahoga County, Ohio	11/25/2002
<u>Yavornitzky v. A.W. Chesterson Inc., et al.,</u> Case No. CV02486823 D48 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/03/2002
<u>Rose v. A.W. Chesterson Inc., et al.,</u> Case No. CV02485862 D74 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/03/2002
<u>Tuttle v. A-Best Products Co., et al.,</u> Case No. CV02487577 D86 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/04/2002

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Roswitha v. A.W. Chesterson Inc., et al.</u> Case No. CV02487980 D72 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/06/2002
<u>Direnzo v. A.W. Chesterson Inc., et al.</u> Case No. CV02488122 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/12/2002
<u>Black et. al. v. Foster Wheeler Energy Corp., et. al.</u> Case No. CV02489093 D55 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/27/2002
<u>Pennington v. Pfizer Inc., et. al.</u> Case No. CV02489468	Ct. Com. Pl., Cuyahoga County, Ohio	12/27/2002
<u>Comley v. Foster Wheeler Energy Corp., et. al.</u> Case No. CV02489467 D55 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/27/2002
<u>Lopresti v. A.W. Chesterton, Inc., et. al.</u> Case No. CV02489640 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/27/2002
<u>Hubbard v. A.W. Chesterton, Inc., et. al.</u> Case No. CV02487150 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	12/27/2002
<u>Kovach, et. al. v. Foster Wheeler Energy Corp., et. al.</u> Case No. CV02489138 D55 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/06/2003
<u>Aukland v. A.W. Chesterton, Inc., et. al.</u> Case No. CV03491334 D70 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Wesley v. Pfizer, Inc. et. al.</u> Case No. CV03491332 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Novak v. A.W. Chesterton, Inc., et. al.</u> Case No. CV03491335 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Freeman et. al. v. A.W. Chesterton, Inc., et. al.</u> Case No. CV02490547 D26 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Yozwiak v. A.W. Chesterton, Inc., et. al.,</u> Case No. CV03491448 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Indorf et. al. v. A.W. Chesterton, Inc., et. al.,</u> Case No. CV02490645 D72 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Delmark et. al. v. A.W. Chesterton, Inc., et. al.,</u> Case No. CV02490597 D26 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Shellhouse v. A.W. Chesterton, Inc., et. al.,</u> Case No. CV03491337 D60 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/21/2003
<u>Polk v. A.W. Chesterton, Inc., et. al.,</u> Case No. CV03491765 D76 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/28/2003
<u>Abbruzzese et. al. v. A-Best Products Co., et. al.,</u> Case No. CV02490660 D82 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/28/2003
<u>Fountain et. al. v. A-Best Products Co., et. al.,</u> Case No. CV02490710 D82 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/29/2003
<u>Kimble et. al. v. A.W. Chesterton, Inc., et. al.,</u> Case No. CV02490649 D75 CM	Ct. Com. Pl., Cuyahoga County, Ohio	01/29/2003
<u>Olson v. A-Best Products Company, et al.,</u> Case No. CV02490760	Ct. Com. Pl., Cuyahoga County, Ohio	02/03/2003
<u>Wilkinson v. A-Best Products Company, et al.,</u> Case No. CV02490810	Ct. Com. Pl., Cuyahoga County, Ohio	02/03/2003
<u>Musgrave et al. v. A.W. Chesterton, Inc., et al.,</u> Case No. CV03492077	Ct. Com. Pl., Cuyahoga County, Ohio	02/07/2003
<u>Carlton et al. v. A. W. Chesterton, Inc., et al.,</u> Case No. CV03491977	Ct. Com. Pl., Cuyahoga County, Ohio	02/07/2003

<u>CASE</u>	<u>COURT</u>	<u>SERVED</u>
<u>Cook et al. v. A.W. Chesterton, Inc., et al.</u> , Case No. CV 03492027	Ct. Com. Pl., Cuyahoga County, Ohio	02/07/2003
<u>Villio et al. v. A. W. Chesterton, Inc., et al.</u> , Case No. CV 03492222	Ct. Com. Pl., Cuyahoga County, Ohio	02/19/2003
<u>West et al. v. A. W. Chesterton, Inc., et al.</u> , Case No. CV03492176	Ct. Com. Pl., Cuyahoga County, Ohio	02/19/2003
<u>Pawlus et al. v. Pfizer, Inc., et al.</u> , Case No. CV03492127	Ct. Com. Pl., Cuyahoga County, Ohio	02/19/2003
<u>Owens v. A. W. Chesterton, Inc., et al.</u> , Case No. CV03492261	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2003
<u>Baker v. A. W. Chesterton, Inc., et al.</u> , Case No. CV03492272	Ct. Com. Pl., Cuyahoga County, Ohio	02/20/2003
<u>Colosimo v. A. W. Chesterton, Inc., et al.</u> , Case No. CV03494153	Ct. Com. Pl., Cuyahoga County, Ohio	02/21/2003
Null v. Foster Wheeler Energy Corporation, et al., Case No. CV03492372	Ct. Com. Pl., Cuyahoga County, Ohio	02/24/2003
<u>Roth, et al., v. A. W. Chesterton, Inc., et al.</u> , Case No. CV03492322	Ct. Com. Pl., Cuyahoga County, Ohio	02/24/2003
<u>Abston, et al., v. A. W. Chesterton, Inc., et al.</u> , Case No. CV03492417	Ct. Com. Pl., Cuyahoga County, Ohio	02/24/2003
<u>Burch, et al., v. A. W. Chesterton, Inc., et al.</u> , Case No. CV0394804	Ct. Com. Pl., Cuyahoga County, Ohio	02/27/2003
<u>Adkins, et al., v Pfizer, Inc., et al.</u> , Case No. CF03492455	Ct. Com. Pl., Cuyahoga County, Ohio	02/27/2003

CASE

Sheridan, et al., v. A. W. Chesterton, Inc., et al.,  
Case No. CV03494851

COURT

Ct. Com. Pl.,  
Cuyahoga County,  
Ohio

SERVED

02/28/2003

**SCHEDULE 2a**



**Schedule 2a****Summary of Bills for Sealed Air Corp. (Client No. 007490)**

<b>Matter No.</b>	<b>Bill No.</b>	<b>Bill Amount</b>
2	773027	\$11,829.00
2	786982	\$5,770.00
2	796499	\$135.00
2	796498	\$6,241.00
2	819644	\$124,318.00
2	826670	\$118,355.00
2	831425	\$64,153.00
2	844743	\$166,214.00
2	856656	\$48,647.00
2	854206	\$67,261.00
2	861074	\$91,428.00
2	857411	\$301,980.00
2	862582	\$75,658.00
2	871954	\$26,785.00
2	871184	\$2,776.00
<b>MATTER 00002 SUBTOTAL</b>		<b>\$1,111,550.00</b>
5	826791	\$36,180.00
5	834105	\$10,304.00
5	841580	\$5,799.00
5	844748	\$44,700.00
5	851731	\$3,808.00
5	856661	\$18,028.00
5	854208	\$18,535.00
5	862588	\$88,279.00

Matter No.	Bill No.	Bill Amount
5	871955	\$87,354.00
5	871186	\$134,037.00
5	873455	\$145,609.00
5	876157	\$133,790.00
5	883794	\$89,370.00
5	884400	\$78,147.00
5	892404	\$85,892.00
5	897749	\$75,905.00
5	897752	\$85,515.00
5	907289	\$126,532.00
5	907304	\$189,110.00
5	915011	\$165,065.00
5	918434	\$182,846.00
5	915916	\$205,097.00
5	922000	\$519,865.00
5	928585	\$1,115,277.00
5	931653	\$1,327,562.00
5	940177	\$569,599.00
5	939520	\$1,355,452.00
5	942136	\$383,778.00
5	948126	\$120,894.00
<b>MATTER 00005 SUBTOTAL</b>		<b>\$7,402,329.00</b>
6	848681	\$1,771.00
6	851732	\$33,455.00
6	856662	\$8,650.00
6	859729	\$26,171.00

Matter No.	Bill No.	Bill Amount
6	857412	\$29,355.00
6	862592	\$1,698.00
6	871957	\$850.00
<b>MATTER 00006 SUBTOTAL</b>		<b>\$101,950.00</b>
7	871958	\$10,119.00
<b>MATTER 00007 SUBTOTAL</b>		<b>\$10,119.00</b>
Goldwein & Assoc. Fees and Expenses		
<b>TOTAL (for matters 00002,00005,00006,00007)</b>		<b>\$8,625,948.00</b>

**SCHEDULE 2b**

Name	Date	Invoice	Amount	
Acu-Image, Inc.	2/21/02	9815	\$27,148.75	\$27,148.75
Alix Partners, LLC	July, 2002	13454203-1	11,306.88	
	August, 2002	13454357-1	82,626.11	
	September, 2002	13454945-1	12,629.45	106,562.44
			106,562.44	
Automated Legal Solutions, Inc.	4/26/02	1383	3,851.85	
	5/30/02	1388	938.23	
	10/9/02	1406	450.98	5,241.06
			5,241.06	
Aztec Messenger Service	6/20/02	A16911	55.00	
	9/9/02	A18462	65.00	120.00
			120.00	
Bates White Ballentine	March, 2002	CEB642	9,583.75	
	April, 2002	CEB658	64,478.23	
	May, 2002	CEB699	127,605.43	
	June, 2002	CEB707	218,610.45	
	July, 2002	CEB766	237,298.93	
	August, 2002	CEB803	470,110.84	
	September, 2002	CEB848	299,782.68	
	October, 2002	CEB895	103,036.12	
	December, 2002	CEB940	281,111.54	1,811,617.97
			1,811,617.97	
Boverie, Jackson, Busby & La Fera	8/17/02	220947	1,279.66	
	8/14/02	220949	25.00	
	8/28/02	220992	1,825.12	3,129.78
			3,129.78	
Brief Encounters, Inc.	8/7/02	20020000283	55.00	55.00
Catuogno Court Reporting & Sten-Tel	8/6/02	23061	83.82	
	8/15/02	23248	1,338.60	1,422.42
			1,422.42	
Charles River Associates, Inc.	9/15/02	15319	318,200.05	
	Aug.-Oct. 2002	15656	160,420.09	
		16102	2,573.31	481,193.45
			481,193.45	
Clicks	7/29/02	86366	20,593.52	
	8/12/02	87003	1,337.56	
	8/22/02	87244	8,514.61	
	8/26/02	87288	6,719.36	
	8/28/02	87349	22,019.05	
	9/10/02	87530	8,772.13	67,956.23

Name	Date	Invoice	Amount	
			67,956.23	
David Feldman & Associates	8/5/02	905274	816.40	
		905684	1,115.97	
		905761	2,118.15	4,050.52
			4,050.52	
Doris O. Wong Associates, Inc.	7/31/02	61971	1,667.65	
	8/6/02	62028	2,009.85	
	8/7/02	62045	2,999.15	
	8/16/02	62157	1,111.60	7,788.25
			7,788.25	
Cleeton Davis Court Reporters	8/19/02	KMD-2307	1,307.90	1,307.90
Esquire Deposition Service	9/11/02	166796ENY	1,822.00	
	9/16/02	125594ECG	364.59	
	10/23/02	171048ENY	1,088.10	3,274.69
			3,274.69	
Eric Stallard, ASA, MAAA	Jan. - April, 2002		4,274.18	
	May - Aug., 2002		18,782.63	23,056.81
			23,056.81	
Fried, Frank, Harris, Shriver & Jacobson	August, 2002	334127	10,698.21	
	July, 2002	95569	4,562.37	
	September, 2002	334784	27,534.44	
	October, 2002	335092	287.47	43,082.49
			43,082.49	
Goldin Associates, L.L.C.	May, 2001		150,000	
	June, 2001		150,000	
	July, 2001		150,000	
	August, 2001		150,000	
	September, 2001		150,000	
	October, 2001		150,000	
	October, 2001		845	
	November, 2001		76,242.90	
	November, 2001		75,397.58	
	January, 2002		65,000	
	February, 2002		65,000	
	March, 2002		203,269.55	
	April, 2002		200,147.62	
	May, 2002		100,246.49	
	June, 2002		100,259.43	
	July, 2002		250,228.94	
	8/15/02		100,000.00	
	August, 2002		275,000.00	
	November, 2002		86,280.60	
	December, 2002		61,524.97	

Name	Date	Invoice	Amount	
	January, 2003		768.58	2,560,211.98
			2,560,211.98	
Houlihan Lokey Howard & Zukin	January, 2003	23808	24,546.57	24,546.57
Jane Rose Reporting Inc.	August, 2002	1055922	1,628.65	
	August, 2002	1055942	2,130.85	
	August, 2002	1055949	613.6	
	August, 2002	1055954	2,079.45	
	August, 2002	1055959	2,255.35	
	September, 2002	1056145	1,412.60	
	October, 2002	1056167	2,268.90	
	October, 2002	1056170	2,009.50	
	October, 2002	1056199	1,793.60	
	October, 2002	1056194	2,178.85	
	October, 2002	1056189	710.60	
	October, 2002	1056185	713.55	
	October, 2002	1056205	1,732.75	
	October, 2002	1056178	506.00	
	October, 2002	1056173	808.70	
	October, 2002	1056210	2,478.75	
	October, 2002	1056215	1,943.00	27,264.70
			27,264.70	
Lazard Freres	9/1/ 2002-2-2003		3,053,978.43	3,053,978.43
Lex Business Solutions	July, 2002	106101431A	6,196.10	
	July, 2002	106101502A	1,439.57	
	July, 2002	106101503A	4,236.98	
	July, 2002	106101518B	10,851.43	
	July, 2002	106101519A	5,628.33	
	July, 2002	1061015477A	1,300.00	
	July, 2002	106101596A	7,879.75	
	July, 2002	106101582A	769.97	
	July, 2002	106101631A	1,898.46	
	July, 2002	106101650A	612.13	
	July, 2002	112101283A	3,164.40	
	July, 2002	106101713B	3,117.29	
	July, 2002	106101732A	3,117.29	
	August, 2002	106101956B	5,076.38	
	August, 2002	117100084A	6,187.47	
	August, 2002	106101989C	5,976.65	
	August, 2002	106102063A	2,627.12	
	August, 2002	106102080A	454.27	
	August, 2002	106102164A	780.69	
	August, 2002	106102194B	2,056.33	
	August, 2002	106102200C	1,115.56	
	September, 2002	106102324A	1,978.34	
	September, 2002	106102419A	10,613.93	
	September, 2002	106102444A	520.44	

Name	Date	Invoice	Amount	
	September, 2002	106102426A	1,386.22	
	September, 2002	106102471A	591.32	
	September, 2002	106102472A	203.34	
	September, 2002	106102501A	2,140.61	
	September, 2002	106102502A	3,467.99	95,388.36
			<b>95,388.36</b>	
Lyon Reporting, Inc.	July, 2002	9383	1,311.40	
	July, 2002	9385	1,156.40	2,467.80
			<b>2,467.80</b>	
Maupin Taylor & Ellis, P.A.	July, 2002	145128	<b>4,022.95</b>	4,022.95
Merrill Communications, LLD	9/7/02	152022	<b>532.98</b>	532.98
New Jersey Lawyers Service	September, 2002	8156A	<b>64.95</b>	64.95
New Jersey Legal Copy	August 20, 2002	36013	787.58	
	August 20, 2002	36121	2,556.46	3,344.04
			<b>3,344.04</b>	
RLS Solutions (Ridgeway)	August 5, 2002	45-022883	976.28	
	August 8, 2002	45-022922	1,259.80	
	August 8, 2002	45-022925	7,294.49	
	August 9, 2002	45-022934	7,046.39	
	August 9, 2002	45-022940	1,391.71	
	August 31, 2002	45-023103	2,488.76	
	August, 2002	45-022931	54,399.28	
	August 20, 2002	45-023007	33,776.59	
	September 13, 2002	45-023179	1,060.91	
	September 13, 2002	45-023180	1,207.77	110,901.91
			<b>110,901.98</b>	
Roux Associates	Bills June, 2002	39017	72,508.23	
	July, 2002	39370	150,505.93	
	August, 2002	39516	348,443.41	
	August, 2002	39710	77,271.60	
	September, 2002	40128	187,867.07	
	October, 2002	40446	3,276.52	
	February, 2003	42034	151.20	840,023.91
			<b>840,023.96</b>	
Silver Reporting Services, Inc.	August 15, 2002	N910	<b>1,153.79</b>	1,153.79
Stikeman Elliott LLP	January 15, 2003	4255337	<b>543.64</b>	543.64
TrialGraphix	June 30, 2002	2126929	713.64	
	November 30, 2002	2127605	446.53	1,160.17
			<b>1,160.17</b>	



Name	Date	Invoice	Amount	
Trico Document Solutions LLC	July 29, 2002	123	1,936.75	1,936.75
Uniscribe	September, 2002		2,612.56	2,612.56
Veritext, LLC	July, 2002	93957	1,726.20	
	July, 2002	93884	1,072.40	
	July, 2002	93052	740.60	
	Augus, 2002	96797	806.55	
	September, 2002	98517	888.40	5,234.15
			5,234.15	
Vincent Varallo Associates, Inc.	July 22, 2002	95421	438.30	
	July 30, 2002	95581	1,068.90	1,507.20
			1,507.20	
			TOTAL	9,322,596.82

**SCHEDULE 3**

### IT/Telecommunications Separation Expense

In accordance with the IT separation agreement entered into shortly after the transaction closing, Sealed Air incurred the costs detailed below. The budget was established in an exchange of letters between Bill Hickey and Brian McGowan in June of 1998, ending with a letter dated June 4, 1998 from Bill Hickey to Brian McGowan, summarizing the agreement.

Sealed Air has incurred the following expenses in this category:

	IT	Telecomm	Total
US		199,643	199,643
EU	11,340	31,900	43,240
AP	198,509	131,470	329,979
LA	40,641	87,979	128,620
Total			\$701,482
			x .63
			\$441,933.66

Exhibit A

DISTRIBUTION AGREEMENT

by and among

W. R. GRACE & CO.

W. R. GRACE & CO.-CONN.,

and

GRACE SPECIALTY CHEMICALS, INC.

(to be renamed "W. R. Grace & Co.")

Dated as of March 30, 1998

## TABLE OF CONTENTS

	<u>Page</u>
I. Definitions.....	2
1.01 General.....	2
1.02 References to Time.....	17
II. Certain Transactions Prior to the Distribution Date.....	18
2.01 Transfer of Packco Assets; Assumption of Packco Liabilities.....	18
2.02 Certain Foreign Transfers.....	20
2.03 Certificate of Incorporation; By-laws; Rights Plan.....	23
2.04 Issuance of Stock.....	23
2.05 Other Agreements; Shared Facilities ....	23
2.06 Financing.....	24
2.07 Grace Recapitalization.....	26
2.08 Registration and Listing.....	27
2.09 Grace and New Grace Boards.....	28
2.10 Transfers Not Effected Prior to the Distribution; Transfers Deemed Effective as of the Distribution Date.....	28
2.11 Intercompany Accounts and Distribution Payments.....	29
III. The Distribution.....	29
3.01 Record Date and Distribution Date.....	29
3.02 The Agent.....	29
3.03 Delivery of Share Certificates to the Agent.....	29
3.04 The Distribution.....	30
IV. Survival and Indemnification.....	30
4.01 Survival of Agreements.....	30
4.02 Indemnification.....	30
4.03 Procedures for Indemnification for Third-Party Claims.....	31
4.04 Remedies Cumulative.....	33

TABLE OF CONTENTS (continued)

V.	Certain Additional Covenants.....	34
	5.01 Notices to Third Parties.....	34
	5.02 Licenses and Permits.....	34
	5.03 Intercompany Agreements.....	34
	5.04 Guarantee Obligations.....	35
	5.05 Further Assurances.....	36
	5.06 Environmental Claims Cooperation.....	36
VI.	Access to Information.....	36
	6.01 Provision of Corporate Records.....	36
	6.02 Access to Information.....	37
	6.03 Production of Witnesses.....	39
	6.04 Retention of Records.....	39
	6.05 Confidentiality.....	40
	6.06 Cooperation with Respect to Government Reports and Filings.....	40
VII.	No Representations or Warranties.....	41
	7.01 No Representations or Warranties.....	41
VIII.	Miscellaneous.....	42
	8.01 Conditions to Obligations.....	42
	8.02 Use of Grace Name and Mark.....	43
	8.03 Complete Agreement.....	44
	8.04 Expenses.....	44
	8.05 Governing Law.....	45
	8.06 Notices.....	45
	8.07 Amendment and Modification.....	46
	8.08 Successors and Assigns; No Third-Party Beneficiaries.....	46
	8.09 Counterparts.....	46
	8.10 Interpretation.....	46
	8.11 Severability.....	47
	8.12 References; Construction.....	47
	8.13 Termination.....	47
	8.14 SAC Reasonable Consent.....	47
	SIGNATURES.....	48
	Schedules to Distribution Agreement	
Exhibit A	Form of Employee Benefits Allocation Agreement	

TABLE OF CONTENTS (continued)

Exhibit B	Form of Tax Sharing Agreement
Exhibit C	Form of New Grace Certificate of Incorporation
Exhibit D	Form of New Grace Bylaws
Exhibit E	Form of New Grace Preferred Share Purchase Rights Plan



#### DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (this "Agreement"), dated as of March 30, 1998, by and among W. R. Grace & Co., a Delaware corporation ("Grace"), W. R. Grace & Co.-Conn., a Connecticut corporation and a wholly owned subsidiary of Grace ("Grace-Conn.") and Grace Specialty Chemicals, Inc., a Delaware corporation and a wholly owned subsidiary of Grace ("New Grace").

#### RECITALS

A. The Merger Agreement. Grace and Sealed Air Corporation, a Delaware corporation ("SAC"), have entered into an Agreement and Plan of Merger, dated as of August 14, 1997 (the "Merger Agreement"), pursuant to which, at the Effective Time (as defined therein), a wholly owned subsidiary of Grace will merge with and into SAC, with SAC being the surviving corporation (the "Merger"), and Grace being renamed "Sealed Air Corporation".

B. The Distribution Agreement. This Agreement and the Other Agreements (as defined herein) set forth certain transactions that SAC has required as a condition to its willingness to consummate the Merger, and the purpose of this Agreement is to make possible the Merger by divesting Grace of the businesses and operations to be conducted by New Grace and its subsidiaries, including Grace-Conn.

C. The Contribution. Prior to the Effective Time, and subject to the terms and conditions set forth in this Agreement, Grace intends to cause the transfer to a wholly owned subsidiary of Grace-Conn. ("Packco") of certain assets and liabilities of Grace and its subsidiaries predominantly related to the Packaging Business (the "Contribution"), as contemplated by this Agreement and the Other Agreements.

D. Financing. It is the intention of the parties hereto that, prior to the Distribution: (i) Grace and/or Packco shall enter into new financing arrangements and shall make, or cause to be made, the New Grace Capital Contribution (as defined herein); and (ii) the parties shall cooperate with one another with respect to the foregoing.

E. The Distribution. Following the Contribution and prior to the Effective Time, subject to the conditions set forth in this Agreement, (i) the capital stock of Packco will

be distributed to Grace (the "Intragroup Spinoff"), (ii) the capital stock of Grace-Conn. will be contributed to New Grace and (iii) all of the issued and outstanding shares of the common stock of New Grace (together with the New Grace Rights, "New Grace Common Stock") will be distributed on a pro rata basis (the "Distribution") to the holders as of the Record Date of the common stock of Grace, par value \$.01 per share ("Grace Common Stock"), other than shares held in the treasury of Grace.

F. *The Recapitalization.* Following the Distribution and immediately prior to the Effective Time, Grace intends to consummate the Recapitalization in which each holder of a share of Grace Common Stock shall hold, immediately thereafter, the Per Share Common Consideration and the Per Share Preferred Consideration.

G. *Intention of the Parties.* It is the intention of the parties (i) to this Agreement that, for United States federal income tax purposes, the Contribution and associated transactions shall qualify as a tax-free transaction under Section 351 of the Internal Revenue Code of 1986, as amended (the "Code"), the Contribution and the Intragroup Spinoff (and associated transactions) shall qualify as a tax-free transaction under Sections 355 and 368 of the Code, the Distribution and associated transactions shall qualify as a tax-free transaction under Sections 355 and 368 of the Code, and the Recapitalization shall be tax-free to Grace and its shareholders under the Code, and (ii) to this Agreement and the Merger Agreement that the Merger shall qualify as a "reorganization" within the meaning of Section 368 of the Code and the Merger will be tax free under the Code to Grace, SAC and their respective shareholders.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements set forth herein, the parties hereto hereby agree as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.01 *General.* As used in this Agreement, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

*Adjusted Foreign Transfer Taxes:* as defined in Section 2.02(c) hereof.

**Affiliate:** with respect to any specified Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person; provided, however, that, for purposes of this Agreement, no member of either Group shall be deemed to be an Affiliate of any member of the other Group.

**Agent:** the distribution agent to be appointed by Grace to distribute the shares of New Grace Common Stock pursuant to the Distribution.

**Agreement:** as defined in the preamble to this Agreement.

**Asset:** any and all assets and properties, tangible or intangible, including, without limitation, the following: (i) cash, notes and accounts and notes receivable (whether current or non-current); (ii) certificates of deposit, banker's acceptances, stock, debentures, evidences of indebtedness, certificates of interest or participation in profit-sharing agreements, collateral-trust certificates, preorganization certificates or subscriptions, transferable shares, investment contracts, voting-trust certificates, fractional undivided interests in oil, gas or other mineral rights, puts, calls, straddles, options and other securities of any kind; (iii) intangible property rights, inventions, discoveries, know-how, United States and foreign patents and patent applications, trade secrets, confidential information, registered and unregistered trademarks, service marks, service names, trade styles and trade names and associated goodwill; statutory, common law and registered copyrights; applications for any of the foregoing, rights to use the foregoing and other rights in, to and under the foregoing; (iv) rights under leases, contracts, licenses, permits, distribution arrangements, sales and purchase agreements, other agreements and business arrangements; (v) real estate and buildings and other improvements thereon; (vi) leasehold improvements, fixtures, trade fixtures, machinery, equipment (including transportation and office equipment), tools, dies and furniture; (vii) office supplies, production supplies, spare parts, other miscellaneous supplies and other tangible property of any kind; (viii) computer equipment and software; (ix) raw materials, work-in-process, finished goods, consigned goods and other inventories; (x) prepayments or pre-paid expenses; (xi) claims, causes of action, choses in action, rights under express or implied warranties, rights of recovery and rights of setoff of any kind; (xii) the right to receive mail, payments on accounts receivable and other communications; (xiii) lists of customers, records pertaining to customers and accounts, personnel records, lists and records pertaining to customers, suppliers and agents, and books, ledgers, files and

business records of every kind; (xiv) advertising materials and other printed or written materials; (xv) goodwill as a going concern and other intangible properties; (xvi) employee contracts, including any rights thereunder to restrict an employee from competing in certain respects; and (xvii) licenses and authorizations issued by any governmental authority.

**Benefits Agreement:** the Employee Benefits Allocation Agreement to be entered into prior to the Distribution between Grace and New Grace, substantially in the form of Exhibit A hereto, with such changes as are acceptable to Grace, New Grace, Grace-Conn. and SAC.

**Business:** the New Grace Business or the Packaging Business.

**Code:** as defined in the Recitals to this Agreement.

**Contribution:** as defined in the Recitals to this Agreement.

**Debt Costs:** as defined in Section 2.06(b) hereof.

**Deemed Foreign Tax Credits:** as defined in Section 2.02(c) hereof.

**Deemed Repatriations:** as defined in Section 2.02(c) hereof.

**Distribution:** as defined in the Recitals to this Agreement.

**Distribution Date:** the date as of which the Distribution shall be effected, to be determined by, or under the authority of, the Board of Directors of Grace consistent with this Agreement and the Merger Agreement.

**Effective Time:** as defined in the Merger Agreement.

**Environmental Law:** as defined in the Merger Agreement.

**Excess Short-Term Payables:** as defined in Section 2.02(c) hereof.

**Excess Shares:** as defined in Section 2.07(b) hereof.

**Exchange Act:** the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

**Exchange Agent:** the exchange agent to be retained in connection with effecting the Recapitalization (which may also be the Exchange Agent with respect to the Merger and/or the Agent).

**Foreign Exchange Rate:** with respect to any currency other than United States dollars as of any date, the rate on such date at which such currency may be exchanged for United States dollars as quoted in The Wall Street Journal.

**Foreign New Grace Subsidiaries:** as defined in the Tax Sharing Agreement.

**Foreign NOLs:** as defined in Section 2.02(c) hereof.

**Foreign Packco Subsidiaries:** as defined in the Tax Sharing Agreement.

**Foreign Tax Credits:** as defined in Section 2.02(c) hereof.

**Foreign Transfer Taxes:** as defined in Section 2.02(c) hereof.

**Foreign Transfers:** as defined in Section 2.02(a) hereof.

**Grace:** as defined in the preamble to this Agreement.

**Grace Certificate of Incorporation:** as defined in the Merger Agreement.

**Grace Common Stock:** as defined in the Recitals to this Agreement.

**Grace-Conn.:** as defined in the preamble to this Agreement.

**Grace-Conn. Assets:** all of the Assets owned by Grace or its Subsidiaries immediately prior to the Distribution, other than any Packco Assets.

**Grace-Conn. Liabilities:** all of the Liabilities of Grace or its Subsidiaries immediately prior to the Distribution, other than Packco Liabilities.

**Grace-Conn. Public Debt:** (i) the outstanding indebtedness of Grace-Conn. under its 8.0% Notes Due 2004, 7.4% Notes Due 2000 and 7.75% Notes Due 2002 (other than any such indebtedness owned by Grace-Conn. or another member of the New Grace

Group) and (ii) with respect to any indebtedness described in clause (i), any amendments, modifications, refinancings, extensions, renewals, refundings or replacements of, or indebtedness exchanged for, such indebtedness which in each case is guaranteed by Grace (other than any such indebtedness owned by Grace-Conn. or another member of the New Grace Group).

**Grace Credit Agreement:** the credit agreement or other financing agreements or arrangements to be entered into by Grace and/or Packco prior to the Distribution Date to fund the New Grace Capital Contribution and fees and expenses of Packco (or Grace) in connection with the transactions contemplated hereby and to provide Packco with working capital.

**Group:** the Packco Group or the New Grace Group.

**Indemnifiable Losses:** all losses, liabilities, damages, claims, demands, judgments or settlements of any nature or kind, including all reasonable costs and expenses (legal, accounting or otherwise as such costs are incurred) relating thereto, suffered (and not actually reimbursed by insurance proceeds) by an Indemnitee, including any reasonable costs or expenses of enforcing any indemnity hereunder.

**Indemnifying Party:** a Person who or which is obligated under this Agreement to provide indemnification.

**Indemnitee:** a Person who or which may seek indemnification under this Agreement.

**Indemnity Payment:** an amount that an Indemnifying Party is required to pay to or in respect of an Indemnitee pursuant to Article IV.

**Information:** all records, books, contracts, instruments, computer data and other data and information.

**Intragroup Spinoff:** as defined in Recital E to this Agreement.

**Joint Proxy Statement:** as defined in the Merger Agreement.

**Liabilities:** all debts, liabilities and obligations, whether absolute or contingent, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever arising, and whether or not the same would properly be reflected on a balance sheet.

Litigation Matters: actual, threatened or future litigations, investigations, claims or other legal matters that have been or may be asserted against, or otherwise adversely affect, Grace and/or New Grace (or members of either Group).

Merger: as defined in the Recitals to this Agreement.

Merger Agreement: as defined in the Recitals to this Agreement.

Net Benefit Amount: the amount (whether positive or negative) equal to (i) minus (ii), where (i) is the sum of the U.S. Plan Assets and the Foreign Plan Assets (each as defined below) and (ii) is the sum of the U.S. Benefit Plan Liabilities and the Foreign Benefit Plan Liabilities (each as defined below).

"U.S. Plan Assets" means the aggregate fair market value, as of the Distribution Date, of the assets of the Union Retirement Plan (as defined in the Benefits Agreement) and the assets that will be transferred to the Packco Hourly Non-Union Retirement Plan (as defined in the Benefits Agreement) pursuant to Section 4.01(d) of the Benefits Agreement, in each case as reasonably determined by Actuarial Sciences Associates ("ASA"). "Foreign Plan Assets" means the aggregate fair market value, as of the Distribution Date, of the assets that will be, pursuant to the Foreign Plans Agreement (as defined in the Benefits Agreement), transferred from a Noninsured Foreign Pension Plan (as defined in the Benefits Agreement) that is a New Grace Benefit Plan (as defined in the Benefits Agreement) (a "Transferring New Grace Foreign Plan") to a Packco Benefit Plan or retained by a Noninsured Foreign Pension Plan that is a Packco Benefit Plan (a "Retained Grace Foreign Plan"), in each case as reasonably determined by the Local Actuary (as defined in the Benefits Agreement) for the relevant Transferring New Grace Foreign Plan or Retained Grace Foreign Plan.

"U.S. Benefit Plan Liabilities" means the sum of the Accrued Benefit Obligation, calculated in accordance with FAS 87 ("ABO"), for (i) benefits of Packco Participants (as defined in the Benefits Agreement) under the Union Retirement Plan and (ii) benefits of Packco Participants under the Hourly Non-Union Retirement Plan (as defined in the Benefits Agreement) that are assumed by the Packco Hourly Non-Union Retirement Plan pursuant to Section 4.01(d) of the Benefits Agreement. "Foreign Benefit Plan Liabilities" means the greater of (i) the sum of the

ABOs for the Assumed Foreign Benefits (as defined below) plus \$10 million and (ii) the sum of the Projected Benefit Obligations, calculated in accordance with FAS 87 ("PBO"), for the Assumed Foreign Benefits. The "Assumed Foreign Benefits" means the aggregate amount of the retirement benefits of Packco Participants under each Noninsured Foreign Pension Plan that are, pursuant to the Foreign Benefits Agreement, either assumed by a Packco Benefit Plan from a Transferring New Grace Foreign Plan or retained by a Retained Grace Foreign Plan.

The determination of U.S. Benefit Plan Liabilities shall be made by ASA in accordance with the actuarial and other assumptions set forth on Schedule 1.01(f). The determination of the ABOs and PBOs for the Assumed Foreign Benefits shall in each case be made by AON Consulting ("AON") as of the Distribution Date based upon the actuarial and other assumptions used by AON to determine the ABO or PBO (as applicable) of the relevant Transferring New Grace Foreign Plan or Retained Grace Foreign Plan for purposes of Grace's fiscal 1996 year-end financial disclosures, if such ABO or PBO is reported thereon, which actuarial and other assumptions are set forth on Schedule 1.01(f), provided, in the case of the assumptions relating to each Noninsured Foreign Pension Plan, that such assumptions are reasonable. To the extent that the ABO or PBO for a particular Transferring New Grace Foreign Plan or Retained Grace Foreign Plan was not so reported, such assumptions shall be reasonable assumptions developed by AON in the manner most typically used by AON to develop assumptions for determining ABO or PBO for FAS 87 purposes for substantially similar plans in the applicable jurisdiction.

ASA, the Local Actuaries and AON (collectively, the "Actuaries") shall initially make the determinations called for by this definition on a good-faith estimated basis not later than December 31, 1997 or such other date as the parties hereto shall request. In making such initial determinations, the local Actuaries shall be entitled to rely upon the advice of Grace and New Grace with respect to the anticipated terms and conditions of the Foreign Plans Agreement (if it has not yet been signed) and the manner in which its terms and conditions will be implemented. Final determinations shall be made by the Actuaries as and when the asset transfers and assumptions of liabilities contemplated by the Foreign Plans Agreement and Section 4.01(d) of the Benefits Agreement are completed, and the New Grace Capital Contribution shall be adjusted as necessary to reflect the Net Benefit Amount as so finally determined. Grace and New Grace agree to cooperate in supplying the Actuaries with all information reasonably requested by them in connection with making such determinations, including, without



limitation, information concerning Plan participants, assets and benefits. Grace, New Grace and SAC shall be entitled to review and comment on the Actuaries' analyses as the Actuaries are in the process of making their determinations.

New Grace: as defined in the preamble to this Agreement.

New Grace Business: all of the businesses and operations conducted by Grace and its Subsidiaries at any time, whether prior to, on or after the Distribution Date, other than the Packaging Business.

New Grace Capital Contribution: the capital contribution, distribution or other transfer to be received by Grace-Conn. at or shortly prior to the Distribution, in the aggregate amount of:

- (a) \$1,200,000,000;
- plus (b) the aggregate amount of cash held by Packco or any Packco Subsidiaries immediately prior to the Distribution;
- minus (c) the amount by which
  - (i) the aggregate amount of (x) withholding Taxes that would be imposed by foreign jurisdictions on a deemed distribution to Packco by each Foreign Packco Subsidiary immediately following the Distribution, of an amount of cash equal to the excess of (I) the amount of cash held by such Foreign Packco Subsidiary immediately prior to the Distribution over (II) the sum of (A) the amount of debt that may be repaid without penalty plus current accrued but unpaid Taxes of such Subsidiary as of the Distribution Date and (B) Excess Short-Term Payables of such Subsidiary; provided, however, that such amount of cash shall be determined taking into account the principles, as applied to Packco, set forth in the proviso in Section 2.02(c)(v), and (y) Taxes that would be imposed by the United States or any political subdivision thereof in excess of the Foreign Tax Credits of Packco in respect of Taxes paid by Packco or deemed paid by Packco as a result of such deemed distributions of such cash;

exceeds (ii) the aggregate amount of Packco Repatriation Tax Costs;

plus (d) the Net Benefit Amount; and

plus (e) the aggregate amount of Transaction Costs, if any, payable by Grace to New Grace pursuant to Section 8.04 of this Agreement, as of the Distribution Date.

**New Grace Common Stock:** as defined in the Recitals to this Agreement.

**New Grace Group:** New Grace, Grace-Conn. and the other New Grace Subsidiaries.

**New Grace Group Excess Cash:** as defined in Section 2.02(c) hereof.

**New Grace Indemnitees:** New Grace, each Affiliate of Grace-Conn. (other than members of the Packco Group) and each of their respective Representatives and each of the heirs, executors, successors and assigns of any of the foregoing.

**New Grace Repatriation Tax Costs:** as defined in Section 2.02(c) hereof.

**New Grace Rights:** the preferred share purchase rights of New Grace.

**New Grace Subsidiaries:** all direct and indirect Subsidiaries of Grace, including foreign subsidiaries of Grace-Conn. to be formed pursuant to the Tax Sharing Agreement or Section 2.02 hereof, other than Packco and any Packco Subsidiary.

**Newco Common Stock:** the shares of common stock, par value \$.10 per share, of Grace.

**Newco Convertible Preferred Stock:** the Series A Convertible Preferred Stock of Grace, par value \$.10 per share, the terms of which are described in Exhibit E to the Merger Agreement.

**NYSE:** New York Stock Exchange, Inc.

**Other Agreements:** the Benefits Agreement, the Tax Sharing Agreement, an insurance procedures agreement, an intellectual property license agreement, an interim services agreement, the shared facilities agreements and the other agreements

entered into or to be entered into in connection with the Distribution as contemplated by Article II of this Agreement.

**Packaging Business:** all of the worldwide packaging businesses, operations and investments conducted or owned by Grace and its Subsidiaries at any time, whether prior to, on or after the Distribution Date, including Cryovac<sup>®</sup> flexible plastic packaging systems, Omicron<sup>®</sup> rigid plastic cups and tubs for dairy foods and Formpac<sup>®</sup> foam trays for supermarket and institutional food service, provided that the Packaging Business shall not include the worldwide businesses, operations and investments at or prior to the Distribution Date conducted or owned by Grace and its Subsidiaries of its container business group (which was, until 1996, operated as a separate business unit known as Grace Container Products and any extensions of such former business unit since such time and through the Distribution Date), including, without limitation, Darex<sup>®</sup> container sealants and coatings.

**Packco:** as defined in the Recitals to this Agreement.

**Packco Assets:** collectively and except as otherwise provided in any of the Other Agreements, (i) all of the right, title and interest immediately prior to the time of the Distribution of Grace and its Subsidiaries in all Assets that are predominantly used or held for use in or predominantly relating to or to the extent arising from the Packaging Business; (ii) the rights to use shared Assets as provided in Article II; (iii) all other Assets of Grace and its Subsidiaries to the extent specifically assigned to or retained by any member of the Packco Group pursuant to this Agreement or any Other Agreement; (iv) the capital stock of Packco and all Packco Subsidiaries; and (v) the Assets set forth on Schedule 1.01(a) hereto; provided that

(a) all cash and marketable securities held by any member of the Packco Group immediately prior to the Distribution shall be Grace-Conn. Assets;

(b) intellectual property rights shall be Packco Assets in the form and to the extent provided in Section 2.01(d);

(c) with respect to leased or owned real property included in the Packco Assets that is not used exclusively by the Packaging Business, Packco Assets shall include only real property used or held for use in the Packaging Business as of the Distribution Date

and shall not include any vacant or unoccupied property otherwise owned or leased by Grace or any of its Subsidiaries (except in the case of vacant or unoccupied property (I) on a site that is engaged predominantly in the Packaging Business, to provide a reasonable buffer area for such operations, to the extent practicable or (II) that is used or held for use in the Packaging Business);

(d) other than as provided herein or in the Other Agreements, Packco Assets shall not include any general corporate or corporate service operations of Grace conducted in its Boca Raton, Florida headquarters and the other locations set forth on Schedule 1.01(b) hereto;

(e) all right, title and interest of Grace and its Subsidiaries in the real property identified on Schedule 1.01(a) shall be Packco Assets; and

(f) Packco Assets shall not include (I) the Woburn, MA Grace facility or the Scuffletown Rd., South Carolina facility previously used by the Packaging Business (or any Assets located at or relating to such facilities); (II) Assets relating to any divested business or product line of Grace or any of its Subsidiaries (including rights to payment and indemnification thereunder, but Packco Assets shall include rights to indemnification relating to amounts paid by the Packco Group pursuant to clause (a) (II) of the definition of Packco Liabilities); (III) any interim service or tolling agreements entered into in connection with any divestiture by Grace or any of its Subsidiaries prior to the Distribution Date; and (IV) the Assets set forth on Schedule 1.01(c).

Packco Group: Grace, Packco and the Packco Subsidiaries.

Packco Group Excess Cash: as defined in Section 2.02(c) hereof.

Packco Indemnitees: Grace, Packco, each Affiliate of Packco and each of their respective Representatives and each of the heirs, executors, successors and assigns of any of the foregoing.

Packco Liabilities: collectively, and in each case except to the extent otherwise provided in any Other Agreement, (i) all Liabilities of Grace and its Subsidiaries to the extent

relating to or arising from the Packaging Business or the Packco Assets; (ii) all Liabilities of Grace and its Subsidiaries to the extent assigned to or assumed by Grace and Packco under this Agreement or any Other Agreement; (iii) all Liabilities of Grace and/or Packco under the Grace Credit Agreement; and (iv) all Liabilities set forth on Schedule 1.01(d) hereto, provided that Packco Liabilities shall not, in any event, include:

(a) Liabilities of Grace and its Subsidiaries (I) arising under any Environmental Law relating to any facility or Asset that was used or held for use in the Packaging Business prior to but not on or after the Distribution Date (including formerly owned or leased facilities and former offsite disposal facilities) or (II) relating to any business or product line that was part of, or any facility or Asset that was used or held for use in, the Packaging Business that, in each case, has been divested prior to the Distribution Date; provided that, except as otherwise provided below, 25% of such Liabilities described in this clause not to exceed \$10 million in the aggregate shall be Packco Liabilities;

(b) Liabilities arising under any Environmental Law relating to or arising from the Woburn, MA Grace facility or the Scuffletown Road, SC facility;

(c) Liabilities for any indebtedness, other than indebtedness under the Grace Credit Agreement and indebtedness to unaffiliated persons outstanding on the date hereof;

(d) Liabilities of Grace or any of its Subsidiaries relating to or arising from any interim service or tolling agreements entered into in connection with any divestiture by Grace or any of its Subsidiaries;

(e) Liabilities, whether such Liabilities relate to events, occurrences or circumstances occurring or existing, or whether such Liabilities arise, before, on or after the Distribution Date, relating to asbestos or asbestos-containing materials manufactured and/or sold (collectively, "Asbestos Activities") by Grace, Grace-Conn. or any of their respective Subsidiaries, affiliates or predecessors (but this clause shall not include such Liabilities to the extent relating to Asbestos Activities, if any, conducted after the Distribution Date of any member of

the Packco Group or any of their Affiliates after the Distribution Date);

(f) Liabilities relating to or arising from any violation or alleged violation on or prior to the Distribution Date by Grace, Grace-Conn. or any of their respective Subsidiaries, affiliates or predecessors of any federal, state or foreign securities laws; and

(g) Liabilities relating to or arising from any breach or alleged breach of fiduciary duties by any director or executive officer of Grace, Grace-Conn. or any of their respective Subsidiaries, affiliates or predecessors prior to the Distribution Date.

Packco Repatriation Tax Costs: as defined in Section 2.02(c) hereof.

Packco Subsidiaries: all direct and indirect Subsidiaries of Grace to be transferred to or formed by Packco in connection with the Contribution or the Foreign Transfers (including any such Subsidiary to be formed pursuant to the Tax Sharing Agreement or Section 2.02).

Per Share Common Consideration: the shares (or fraction of a share) of Newco Common Stock issuable in the Recapitalization per share of Grace Common Stock outstanding as of the Record Date, such amount to be determined by dividing (a) the amount equal to (I) 40,895,000, increased by the product, if any, of (x) 1.7027 and (y) the net increase in outstanding Sealed Air Common Shares between August 14, 1997 and the Distribution Date, minus (II) the Net Option Number, by (b) the aggregate number of shares of Grace Common Stock outstanding as of the Record Date, the result being rounded to the nearest one-thousandth (or, in the event there is no nearest number, rounded up to the next one-thousandth). "Net Option Number" means

- (i) the aggregate number of shares of Newco Common Stock into which all outstanding options to purchase shares of Grace Common Stock outstanding as of the Distribution Date and held by Packco Employees are or may be exercisable (whether or not then exercisable) immediately after the Effective Time (such number calculated as provided in the Benefits Agreement, the "Newco Options"), multiplied by the amount by which:

(I) the average of the arithmetic mean between the highest and lowest sales prices of a share of Newco Common Stock on the New York Stock Exchange Composite Tape on each of the five trading days beginning on the ex-dividend date for the Distribution (the "SAC Stock Price")

exceeds (II) the weighted average per-share exercise price for the Newco Options, calculated as provided in the Benefits Agreement;

*divided by (ii) the SAC Stock Price.*

Fractional shares otherwise issuable to a Grace shareholder shall be treated as provided in Section 2.07(b). In the event that shares of Grace Common Stock are issued between the Record Date and the Effective Time, including pursuant to the exercise of stock options granted by Grace (but not including issuances in the Recapitalization), such Consideration shall be appropriately adjusted.

*Per Share Preferred Consideration:* the shares (or fraction of a share) of Newco Convertible Preferred Stock issuable in the Recapitalization per share of Grace Common Stock outstanding as of the Record Date, such amount to be calculated by dividing 36,000,000 by the aggregate number of shares of Grace Common Stock outstanding as of the Record Date, the result being rounded to the nearest one-thousandth (or, in the event there is no nearest number, rounded up to the next one-thousandth). Fractional shares otherwise issuable to a Grace shareholder shall be treated as provided in Section 2.07(b). In the event that shares of Grace Common Stock are issued between the Record Date and the Effective Time, including pursuant to the exercise of stock options granted by Grace (but not including issuances in the Recapitalization), such Consideration shall be appropriately adjusted.

*Person:* an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a government or any department or agency thereof.

*Pre-Distribution Period:* as defined in the Tax Sharing Agreement.

*Privileged Information:* with respect to either Group, Information regarding a member of such Group, or any of

its operations, Assets or Liabilities (whether in documents or stored in any other form or known to its employees or agents) that is or may be protected from disclosure pursuant to the attorney-client privilege, the work product doctrine or other applicable privileges, that a member of the other Group may come into possession of or obtain access to pursuant to this Agreement or otherwise.

**Recapitalization:** as defined in Section 2.07 hereof.

**Record Date:** the close of business on the date to be determined by the Board of Directors of Grace as the record date for determining shareholders of Grace entitled to receive the Distribution and the Recapitalization, which date shall be the day of, or the business day immediately preceding the day of, the Effective Time.

**Registration Statements:** a registration statement on Form 10 (or, if such form is not appropriate, the appropriate form pursuant to the Securities Act) to be filed by New Grace with the SEC to effect the registration of the New Grace Common Stock and the New Grace Rights pursuant to the Exchange Act (or, if applicable, pursuant to the Securities Act) and the registration statement to be filed by Grace with the SEC in connection with the Recapitalization and the Merger pursuant to the Securities Act.

**Representative:** with respect to any Person, any of such Person's directors, officers, employees, agents, consultants, advisors, accountants, attorneys and representatives.

**SAC:** as defined in the Recitals to this Agreement.

**SEC:** the Securities and Exchange Commission.

**Securities Act:** the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

**Severance Costs:** as defined in Section 8.04 hereof.

**Shared Facilities:** other than Shared Regional Headquarters, any production, manufacturing, sales office or other facility (whether owned or leased) of Grace or any of its subsidiaries in which operations of both the Packaging Business and the New Grace Business are conducted as of the Distribution Date, including the facilities listed on Schedule 1.01(e) hereto.



**Shared Regional Headquarters:** regional headquarters of Grace in which services are provided, as of the Distribution Date, to both the Packaging Business and the New Grace Business.

**Subsidiary:** with respect to any specified Person, any corporation or other legal entity of which such Person or any of its subsidiaries controls or owns, directly or indirectly, more than 50% of the stock or other equity interest entitled to vote on the election of members to the board of directors or similar governing body.

**Subsidiary Excess Cash:** as defined in Section 2.02(c) hereof.

**Tax:** as defined in the Tax Sharing Agreement.

**Tax Benefit:** as defined in the Tax Sharing Agreement.

**Tax Sharing Agreement:** the Tax Sharing Agreement to be entered into prior to the Distribution between Grace and New Grace, substantially in the form of Exhibit B hereto, with such changes as are acceptable to Grace, New Grace, Grace-Conn. and SAC.

**Third-Party Claim:** any claim, suit, derivative suit, arbitration, inquiry, proceeding or investigation by or before any court, any governmental or other regulatory or administrative agency or commission or any arbitration tribunal asserted by a Person who or which is neither a party hereto nor an Affiliate of a party hereto.

**Transaction Agreements:** as defined in the Merger Agreement.

**Transaction Costs:** as defined in Section 8.04 hereof.

**Withholding Taxes:** as defined in Section 2.02(c) hereof.

**SECTION 1.02 References to Time.** All references in this Agreement to times of the day shall be to New York City time.

ARTICLE II

CERTAIN TRANSACTIONS PRIOR TO THE DISTRIBUTION DATE

SECTION 2.01 Transfer of Packco Assets; Assumption of Packco Liabilities. (a) Prior to the Distribution Date but subject to Section 2.02, Grace shall transfer, or cause to be transferred to Packco or, at Packco's option, to a Packco Subsidiary effective as of the Distribution Date all of the Packco Assets. Immediately prior to the Distribution, the capital stock of Packco shall be distributed to Grace. Grace shall also transfer, or cause to be transferred, the capital stock of any Subsidiary such that, as of the Distribution Date, the Packco Subsidiaries shall be wholly owned (except for shares held by directors or officers to comply with applicable law) by a member of the Packco Group and the New Grace Subsidiaries shall be wholly owned (except for shares held by directors or officers to comply with applicable law) by a member of the New Grace Group. Effective as of the Distribution Date, the transfers described in this Section will result in Packco or another member of the Packco Group obtaining all of the rights, title and interests of Grace and its Subsidiaries in the Packco Assets, subject to Sections 2.05 and 2.10.

(b) Effective as of the Distribution Date and subject to Section 2.02, Packco shall, or shall cause a Packco Subsidiary to, assume, pay, perform, and discharge in due course all of the Packco Liabilities.

(c) Separation of Assets. The Packco Assets and Grace-Conn. Assets (including Assets that are, or are contained in, the Shared Facilities) shall, to the extent reasonably practicable (including taking into account the costs of any actions taken), be severed, divided or otherwise separated from each other so that a member of the respective Group will own and control their respective Assets as of the Distribution Date, provided that neither Grace nor New Grace shall be obligated to make significant expenditures to effect such separation prior to the Distribution Date. Actions taken and expenditures incurred to separate the Shared Facilities shall be subject to the agreement of Grace, New Grace and SAC. Such separation may include subdivision of real property, subleasing or other division of shared buildings or premises and allocation of shared working capital, equipment and other Assets. Such separation shall be effected in a manner that does not unreasonably disrupt either the Packaging Business or the New Grace Business and minimizes, to the extent practicable, current and future costs (and losses of tax or other economic benefits) of the respective Businesses. With respect to any Asset that cannot reasonably be separated or otherwise allocated as

provided above, (i) all right, title and interest of Grace and its Subsidiaries shall be allocated to the Group as to which such Asset is predominantly used or held for use or predominantly relates and (ii) the other Group shall have a right to use such Assets in its Business in a manner consistent with past practice for a period which is coterminous with the life of the Asset described in (i) (and the coextensive obligation to pay its allocable share of any costs or expenses related to such Asset pursuant to the last sentence of this Section 2.01(c)). To the extent the separation of Assets cannot be achieved in a reasonably practicable manner, the parties will enter into appropriate arrangements regarding the shared Asset. Any costs related to the use of a shared Asset that is not separated as of the Distribution Date shall be allocated, with respect to the two-year period beginning immediately after the Distribution Date, based on the methodology historically used by Grace, and, for any period thereafter, using such reasonable manner as agreed by New Grace and Grace.

(d) *Intellectual Property.* Notwithstanding the foregoing or anything else contained herein, any intellectual property rights of Grace or any of its Subsidiaries that are Packco Assets shall be licensed to or transferred to Packco, as the case may be, as follows. With respect to intellectual property rights used or held for use solely in connection with the Packaging Business, Packco shall have full ownership (to the extent of Grace's rights therein) of such rights. Except as otherwise provided in Schedule 2.01(d), with respect to intellectual property rights that are used or held for use in both the Packaging Business and the New Grace Business, title to such rights shall be owned by the New Grace Group and the Packco Group shall have an exclusive, worldwide, fully paid, perpetual, royalty-free license to use the intellectual property rights for the field of use described in the next sentence hereof. The field of use shall be (i) the businesses engaged in by Packco and the Packco Group as of the Distribution Date and the businesses of SAC as of the Distribution Date, including, in each case, reasonable extensions thereof, provided, however, that such field of use shall not include the field described in the proviso to the definition of "Packaging Business" as well as (to the extent not described in such proviso) the business of (A) closures, closure sealant compositions and multifunctional can ends which are used on or with rigid containers and (B) coatings, sealants, compositions and equipment used or held for use in the manufacture of cans and other rigid containers, in each case including reasonable extensions thereof; and (ii) notwithstanding (i), with respect to reasonable extensions referred to in the first part of clause (i) that overlap with the reasonable extensions described in the proviso in clause (i), the field of use shall include such

overlap but the license therefor shall be non-exclusive and the New Grace Group shall also have title to use such intellectual property in the area of overlap. Such licenses shall not unduly restrict the subsequent transfer or license (within the applicable field of use) of the intellectual property. Such arrangements shall not restrict or limit in any way the rights of SAC to use any intellectual property that is not a Packco Asset.

(e) The costs (and other out-of-pocket losses) attributable to the separation of the Assets, including, without limitation, the Shared Facilities, shall be allocated pursuant to Section 8.04.

SECTION 2.02 Certain Foreign Transfers. (a) Prior to the Distribution Date, Grace shall use its reasonable best efforts to effect the legal separation of the Packco Assets and Packco Liabilities, on the one hand, from the Grace-Conn. Assets and Grace-Conn. Liabilities, on the other hand, that are located in jurisdictions outside the United States. Such separation may include asset transfers, stock transfers, spin-offs, mergers, reorganizations, consolidations or other transfers which may be effected before, simultaneously with or after the Distribution (collectively, the "Foreign Transfers"). Any Foreign Transfer that occurs after the Distribution shall be effected pursuant to a binding commitment in existence prior to the Distribution Date.

(b) The Adjusted Foreign Transfer Taxes shall be allocated between the New Grace Group and the Packco Group as provided in Section 8.04. Each party shall reimburse the other to the extent that such other party pays Foreign Transfer Taxes in excess of the amount of Adjusted Foreign Transfer Taxes allocable to such other party pursuant to Section 8.04. Such payment shall, for Tax purposes, be characterized as an adjustment of the New Grace Capital Contribution.

(c) (i) "Adjusted Foreign Transfer Taxes" shall mean the excess, if any, of (I) the sum of the Foreign Transfer Taxes, Packco Repatriation Tax Costs and New Grace Repatriation Tax Costs over (II) the present value using a discount rate of 5% (or, in the case of value added taxes, the gross value) of any Tax Benefits (including foreign tax credits for United States federal income tax purposes ("Foreign Tax Credits") other than Foreign Tax Credits attributable to Foreign Transfer Taxes or Withholding Taxes that in the aggregate do not exceed the Tax imposed by the United States and any political subdivision thereof on the Deemed Repatriation) that may or would arise as a result of the Foreign Transfers, the payment of the Foreign Transfer Taxes or the Deemed Repatriations. Such Tax

Benefits shall be presumed to be utilized in the first year in which they arise (or are deemed to arise). All amounts relating to the calculation of Adjusted Foreign Transfer Taxes and the amount calculated pursuant to clause (c) of the definition of "New Grace Capital Contribution" shall be calculated in local currency and translated into U.S. Dollars at the Foreign Exchange Rate for such currency as of the Distribution Date.

(ii) "Foreign Transfer Taxes" shall mean net Taxes that may be imposed by any jurisdiction other than the United States or any political subdivision thereof in connection with the Foreign Transfers (and any Tax net of associated foreign tax credits imposed by the United States or a political subdivision thereof on the Foreign Transfer in Venezuela) on any member of the New Grace Group or the Packco Group; provided, however, that the Foreign NOLs shall be taken into account in calculating the amount of Foreign Transfer Taxes.

(iii) "Packco Repatriation Tax Costs" and "New Grace Repatriation Tax Costs", respectively, shall mean the sum of the (I) withholding Taxes that would be imposed by a foreign jurisdiction on a deemed distribution of Packco Group Excess Cash to Packco or of New Grace Group Excess Cash to New Grace, respectively (the "Deemed Repatriations"), on the day immediately following the Distribution ("Withholding Taxes") and (II) Taxes that would be imposed by the United States or any political subdivision thereof on a Deemed Repatriation (without taking into account any net operating loss or other deduction) in excess of the Foreign Tax Credits of Packco or Grace-Conn., respectively, in respect of Taxes paid or deemed paid by Packco or Grace-Conn., respectively, as a result of such Deemed Repatriation ("Deemed Foreign Tax Credits").

(iv) "Packco Group Excess Cash" and "New Grace Group Excess Cash", respectively, shall mean the sum of the amount of Subsidiary Excess Cash for all Foreign Packco Subsidiaries or Foreign New Grace Subsidiaries.

(v) "Subsidiary Excess Cash" shall mean the cash transferred to a Foreign Packco Subsidiary or Foreign New Grace Subsidiary pursuant to a Foreign Transfer in excess of the sum of (I) the amount of debt that may be repaid without penalty plus current accrued unpaid Taxes of such Subsidiary as of the Distribution Date and (II) the excess of trade and other short-term payables over trade and other short-term receivables of such Subsidiary ("Excess Short-Term Payables"); provided, however, that each party shall take steps (including causing the Subsidiary to loan cash to an Affiliate organized in a foreign jurisdiction to the extent that such Affiliate can use such cash to repay its debt or to pay current accrued unpaid Taxes

and Excess Short-Term Payables) and cooperate in good faith to minimize the amount of Subsidiary Excess Cash, taking into account Tax and financial considerations as if each party were bearing the full amount of its respective Repatriation Tax Cost.

(vi) The "Foreign NOLs" shall mean net operating losses for German income tax purposes of Grace GmbH and Grace Multiflex GmbH, and net operating losses for other foreign income tax purposes of any other Foreign Packco Subsidiary, attributable to the Pre-Distribution Period to the extent, in either case, that such net operating losses would be an Overall Tax Benefit (or Hypothetical Pre-Distribution Overall Tax Benefit), calculated without regard to any Tax Item arising on the Foreign Transfer involving such Subsidiary, that does not exceed the amount of income or gain arising, for purposes of the applicable foreign income tax, on the Foreign Transfer involving such Subsidiary.

(d) In connection with the Foreign Transfers, certain Assets (including cash) or Liabilities that, without the agreement of the parties as required by this Section 2.02(d), would be Grace-Conn. Assets or Grace-Conn. Liabilities, as the case may be, may be retained by Packco or a Packco Subsidiary (or Assets or Liabilities that, without the agreement of the parties as required by this Section 2.02(d), would be Packco Assets or Packco Liabilities, may be retained by New Grace or a New Grace Subsidiary) if agreed between Grace and New Grace and reasonably satisfactory to SAC.

(e) Neither SAC nor any member of the Packco Group or the New Grace Group shall take any action, or fail or omit to take any action where the taking of such action or the failure or omission to take such action would disturb the tax treatment assumed by the parties in calculating the Foreign Transfer Taxes and cause any Indemnifiable Loss to a member of the other Group, including an increase in the amount of Adjusted Foreign Transfer Taxes borne by the other Group. Grace agrees to indemnify and hold the Grace-Conn. Indemnitees harmless, and Grace-Conn. agrees to indemnify and hold the Packco Indemnitees harmless, from and against any such Indemnifiable Loss without regard to any limitation contained in Section 8.04.

(f) Adjusted Foreign Transfer Taxes shall be recalculated upon any audit adjustment, Final Determination or any other change (i) of a Foreign Transfer Tax or another foreign Tax or Tax Item that would change the amount of Deemed Foreign Tax Credit or otherwise alter Packco Repatriation Tax Costs or New Grace Repatriation Tax Costs or (ii) that changes the

amount of a Foreign NOL. Appropriate payment shall be made between the parties such that Foreign Transfer Taxes, as so redetermined, and Adjusted Foreign Transfer Taxes, as so recalculated, are shared according to the principles of Section 2.02(b).

SECTION 2.03 Certificate of Incorporation; By-laws; Rights Plan. (a) Prior to the Distribution Date, Grace shall contribute the capital stock of Grace-Conn. to New Grace, as well as the capital stock of any other Subsidiary of Grace formed in connection with the Foreign Transfers that is not a Packco Subsidiary. In addition, prior to the Distribution Date, the parties hereto shall take all action necessary so that, at the Distribution Date, New Grace's name shall be "W. R. Grace & Co."

(b) Prior to the Distribution Date, Grace and New Grace shall take all action necessary so that the certificate of incorporation and by-laws of New Grace and the preferred share purchase rights plan of New Grace shall be in effect as specified by New Grace, each in the form of Exhibits C, D and E hereto, respectively (with such changes as Grace and New Grace may find appropriate).

(c) Prior to the Distribution Date, Grace and Packco shall take all action necessary so that the certificate of incorporation and by-laws of Packco shall be substantially similar to the customary form of certificate of incorporation and by-laws for a wholly owned Delaware subsidiary and reasonably acceptable to SAC.

SECTION 2.04 Issuance of Stock. Prior to the Distribution Date, the parties hereto shall take all steps necessary so that the number of shares of New Grace Common Stock outstanding and held by Grace shall equal the number of shares of Grace Common Stock outstanding on the Record Date.

SECTION 2.05 Other Agreements; Shared Facilities.

(a) Each of Grace and New Grace shall, prior to the Distribution Date, enter into, or cause the appropriate members of the Group of which it is a member to enter into, the Other Agreements in connection with the Distribution, including, without limitation, agreements with respect to (i) insurance procedures, (ii) interim services (including, without limitation, services to be provided by the Shared Regional Headquarters consistent with current operations of the respective Businesses, and services to be provided by country organizations to operations of the other Business consistent with past practice), which shall be charged at allocated cost based on Grace's historical methodology, subject to applicable tax laws

in any jurisdiction, (iii) intellectual property licenses as contemplated by Section 2.01, (iv) and other matters as may be advisable. The Other Agreements (or, in the case of the forms of agreement attached hereto, any amendments thereto) shall be on terms reasonably acceptable to Grace, New Grace and SAC. Agreements regarding interim services (including country services) shall generally have a term not to exceed 24 months (subject to earlier termination on six months' notice (or such shorter period as does not impose additional costs on the providing party) by the party receiving the services) and will provide, in the case of agreements pursuant to which Packco is to provide services to New Grace, for services at least as extensive as any obligations contained in interim service and tolling agreements entered into prior to the Distribution Date between Grace and a third party. Such Agreements regarding interim services (including country services) will also provide that any value added taxes imposed on such services shall be paid and borne, as between the parties, by the party receiving such services. The parties shall use reasonable efforts to conclude the Other Agreements prior to the time the other conditions to the Distribution have been satisfied.

(b) The parties acknowledge and agree that operation by members of the Packco Group or New Grace Group of the Shared Facilities after the Distribution Date may continue to require the joint occupation or use by the parties of certain related premises or facilities (such as waste disposal, utilities, security and other matters). The parties shall enter into appropriate arrangements regarding cost allocation and service provision with respect to these matters, which allocation shall be as described in Section 2.01(c) and 2.05(a), as applicable. The agreements described in this paragraph (b) shall be included in the Other Agreements.

SECTION 2.06 Financing. (a) Prior to the Distribution Date, Grace and/or Packco shall enter into the Grace Credit Agreement, which shall be on terms reasonably acceptable to Grace and SAC, and Grace and/or Packco shall contribute, or cause to be contributed; the New Grace Capital Contribution to Grace-Conn., all as described in this Section. No member of the New Grace Group shall have any Liability or obligation with respect to the Grace Credit Agreement. At the election of New Grace and subject to the consent of Grace and SAC, which will not be unreasonably withheld, a portion of the New Grace Capital Contribution may be contributed to foreign Subsidiaries of New Grace. It is contemplated that the New Grace Capital Contribution shall be effected as follows; provided, however, that Packco shall not borrow an amount in excess of the tax basis, for U.S. federal income tax purposes, of Grace-Conn. in the stock of Packco: (i) each of Grace and Packco shall borrow



agreed-upon amounts; (ii) Packco distributes a portion of the New Grace Capital Contribution to Grace-Conn. which uses such funds to pay creditors; (iii) the Intragroup Spinoff occurs; (iv) Grace contributes the remaining amount of the New Grace Capital Contribution to New Grace as well as the capital stock of Grace-Conn.; and (v) New Grace loans the amount described in clause (iv) to Grace-Conn. in the form of a security.

(b) Prior to the Distribution, Grace-Conn. may consummate a cash tender offer in accordance with applicable securities laws for any and all Grace-Conn. Public Debt. Grace-Conn. may also elect, in its discretion, to defease or otherwise acquire any portion of the Grace-Conn. Public Debt. To the extent that upon consummation of the Distribution, there remains outstanding (other than to the extent owned by Grace-Conn. or New Grace) in excess of \$50 million in principal amount of the Grace-Conn. Public Debt, New Grace or Grace-Conn. shall obtain an "evergreen" letter of credit, with an initial expiration date no sooner than 364 days after the Effective Time, from a financial institution or group of financial institutions reasonably acceptable to Grace and SAC for the benefit of Grace with respect to such outstanding amount from time to time in excess of \$50 million.

The letter of credit shall be in form and substance reasonably acceptable to SAC and shall entitle Grace to draw thereunder if Grace shall be required to make (and makes) any payment pursuant to the terms of its guarantee of any Grace-Conn. Public Debt. The expiration date of such letter of credit shall be automatically extended for successive 364-day periods, with an absolute expiration date on the date that is the 91st day after the date on which the outstanding principal amount of the Grace-Conn. Public Debt shall have been reduced to no more than \$50 million, unless, prior to such 91st day, any payments shall have been made that are subject to avoidance pursuant to a bankruptcy or similar proceeding, in which case such letter of credit shall be extended (with respect to the applicable payments) until such payments are no longer subject to such avoidance, unless notice of termination is given by the issuing bank or banks, in which case Grace shall be entitled to draw thereunder (whether or not any demand for payment in respect of its guarantee shall have been made), provided that, to the extent such funds are not used to make payments on the Grace-Conn. Public Debt, Grace shall hold such proceeds separate in an interest-bearing escrow account with a financial institution and pursuant to escrow arrangements reasonably acceptable to Grace-Conn. To the extent that the amount held in such escrow account is greater than (i) the outstanding Grace-Conn. Public Debt minus (ii) \$50 million, Grace shall remit such excess amount to Grace-Conn. The amount of the letter of

credit may be reduced from time to time, but shall not at any time be less than the amount by which the outstanding principal amount of the Grace-Conn. Public Debt (other than such debt owned by a member of the New Grace Group) exceeds \$50 million.

"Debt Costs" shall mean the costs incurred by Grace or Grace-Conn. in connection with a tender offer, defeasance, retirement or other acquisition of Grace-Conn. Public Debt, which costs shall consist of (i) any incremental costs, fees, expenses and payments incurred in connection with such action, and in the case of a tender offer shall include all costs, fees, expenses and payments incurred in connection with a tender offer that are, in the aggregate, in excess of the outstanding principal amount and accrued interest of the Grace-Conn. Public Debt so acquired; plus (ii) any costs associated with terminating or re-negotiating any related interest rate swap agreements with respect to the amount of Grace-Conn. Public Debt acquired, defeased or retired; and plus (iii) the costs of the letter of credit described above.

SECTION 2.07. Grace Recapitalization. (a) Immediately prior to the Effective Time, Grace shall consummate a recapitalization of the Grace Common Stock, such that each share of Grace Common Stock outstanding as of the Record Date shall be exchanged for the Per Share Common Consideration and the Per Share Preferred Consideration (the "Recapitalization"). Options to purchase shares of Grace Common Stock previously granted by Grace or a predecessor and outstanding as of the time of the Recapitalization shall be treated as provided in the Benefits Agreement. In connection with the Recapitalization and the Merger, the Grace Certificate of Incorporation shall be amended so that the par value of the Newco Common Stock will be \$.10 per share, as well as otherwise provided in the Merger Agreement. Grace shall retain an Exchange Agent or transfer agent as appropriate and take other appropriate actions to effect the Recapitalization, including customary procedures with respect to the exchange of share certificates.

(b) No fractional shares of Newco Common Stock or Newco Convertible Preferred Stock shall be issued in the Recapitalization. In lieu of any such fractional shares, each person who would otherwise have been entitled to a fraction of a share of Newco Common Stock or Newco Convertible Preferred Stock upon surrender of former shares of Grace Common Stock for exchange pursuant to the Recapitalization shall be paid an amount in cash (without interest) equal to such holder's proportionate interest in the net proceeds from the sale or sales in the open market by the Exchange Agent, on behalf of all such holders, of the aggregate fractional shares of Newco Common Stock or Newco Convertible Preferred Stock issued pursuant to

this paragraph. As soon as practicable following the Distribution Date, the Exchange Agent shall determine the excess of (i) the number of full shares of Newco Common Stock or Newco Convertible Preferred Stock, as the case may be, delivered to the Exchange Agent over (ii) the aggregate number of full shares of Newco Common Stock or Newco Convertible Preferred Stock to be distributed in respect of Grace Common Shares (such excess, the "Excess Shares"), and the Exchange Agent, as agent for the former holders of such Grace Common Shares, shall sell the Excess Shares at the prevailing prices on the open market. The sale of the Excess Shares by the Exchange Agent shall be executed on a public exchange through one or more firms and shall be executed in round lots to the extent practicable. Grace shall pay all commissions, transfer taxes and other out-of-pocket transaction costs, including the expenses and compensation of the Exchange Agent, incurred in connection with such sale of Excess Shares. Until the net proceeds of such sale or sales have been distributed, the Exchange Agent shall hold such proceeds in trust for such former stockholders. As soon as practicable after the determination of the amount of cash to be paid in lieu of any fractional interests, the Exchange Agent shall make available in accordance with this Agreement such amounts to such former stockholders.

SECTION 2.08 Registration and Listing. Prior to the Distribution Date:

(a) The parties shall take such efforts regarding the Registration Statements and the Joint Proxy Statement as is provided in the Merger Agreement. After such Registration Statements become effective, Grace shall cause the Joint Proxy Statement and the information statement (or prospectus, as the case may be) for the New Grace Common Stock forming a part of the Registration Statement for New Grace to be delivered to all holders of record of Grace Common Stock as of the record date for the meeting of Grace shareholders to which the Joint Proxy Statement relates.

(b) The parties hereto shall use reasonable efforts to take all such action as may be necessary or appropriate under state securities and blue sky laws in connection with the transactions contemplated by this Agreement.

(c) New Grace and Grace shall prepare, and New Grace and Grace shall file and seek to make effective, an application for the listing of the New Grace Common Stock on the NYSE, and an application for the listing on the NYSE of the Newco Common Stock and the Newco Convertible Preferred Stock to be issued in connection with the Recapitalization and the Merger, in each case subject to official notice of issuance.

(d) The parties hereto shall cooperate in preparing, filing with the SEC and causing to become effective any registration statements or amendments thereto which are necessary or appropriate in order to effect the transactions contemplated hereby or to reflect the establishment of, or amendments to, any employee benefit plans contemplated hereby or by the Employee Benefits Agreement requiring registration under the Securities Act.

SECTION 2.09 Grace and New Grace Boards. The parties hereto shall take all steps necessary so that, effective immediately after the Distribution, the Board of Directors of each of Grace and New Grace, so long as the common stock of such company is registered under Section 12 of the Exchange Act, shall at all times be comprised of a majority of independent directors (other than due to temporary vacancies).

SECTION 2.10 Transfers Not Effected Prior to the Distribution; Transfers Deemed Effective as of the Distribution Date. To the extent that any transfers contemplated by this Article II shall not have been consummated on the Distribution Date, including, without limitation, any Foreign Transfers, the parties shall cooperate to effect such transfers as promptly following the Distribution Date as shall be practicable. Nothing herein shall be deemed to require the transfer of any Assets or the assumption of any Liabilities which by their terms or operation of law cannot be transferred or assumed; provided, however, that Grace and New Grace and their respective Subsidiaries shall cooperate to obtain any necessary consents or approvals for the transfer of all Assets and Liabilities contemplated to be transferred pursuant to this Article II. In the event that any such transfer of Assets or Liabilities has not been consummated, effective as of and after the Distribution Date, the party retaining such Asset or Liability shall thereafter hold such Asset in trust for the use and benefit of the party entitled thereto (at the expense of the party entitled thereto) and retain such Liability for the account of the party by whom such Liability is to be assumed pursuant hereto, and take such other action as may be reasonably requested by the party to which such Asset is to be transferred, or by whom such Liability is to be assumed, as the case may be, in order to place such party, insofar as reasonably possible, in the same position as would have existed had such Asset or Liability been transferred as contemplated hereby. As and when any such Asset or Liability becomes transferable, such transfer shall be effected forthwith. The parties agree that, as of the Distribution Date, each party hereto shall be deemed to have acquired complete and sole beneficial ownership over all of the Assets; together with all rights, powers and privileges incident thereto, and shall be deemed to have assumed in accordance with the

terms of this Agreement all of the Liabilities, and all duties, obligations and responsibilities incident thereto, which such party is entitled to acquire or required to assume pursuant to the terms of this Agreement.

SECTION 2.11 Intercompany Accounts and Distribution Payments. After the Distribution Date, the parties shall be obligated to pay only those intercompany accounts between members of the New Grace Group and members of the Packco Group that arose in connection with transfers of goods and services in the ordinary course of business, consistent with past practices (which the parties shall use reasonable efforts to settle prior to the Distribution Date), and all other intercompany accounts shall be settled without transfer of non-financial assets as of the Distribution Date.

### ARTICLE III

#### THE DISTRIBUTION

SECTION 3.01 Record Date and Distribution Date. Subject to the satisfaction of the conditions set forth in Section 8.01(a), the Board of Directors of Grace, in its sole discretion and consistent with the Merger Agreement, shall establish the Record Date and the Distribution Date and any appropriate procedures in connection with the Distribution.

SECTION 3.02 The Agent. Prior to the Distribution Date, New Grace shall enter into an agreement with the Agent providing for, among other things, the payment of the Distribution to the holders of Grace Common Stock in accordance with this Article III.

SECTION 3.03 Delivery of Share Certificates to the Agent. Prior to the Distribution Date, Grace shall deliver to the Agent a share certificate representing (or authorize the related book-entry transfer of) all of the outstanding shares of New Grace Common Stock to be distributed in connection with the payment of the Distribution. After the Distribution Date, upon the request of the Agent, New Grace shall provide all certificates for shares (or book-entry transfer authorizations) of New Grace Common Stock that the Agent shall require in order to effect the Distribution.

SECTION 3.04 The Distribution. Subject to the terms and conditions of this Agreement, New Grace shall instruct the Agent to distribute, as of the Distribution Date, one share of New Grace Common Stock in respect of each share of Grace Common

Stock held by holders of record of Grace Common Stock on the Record Date.

#### ARTICLE IV

##### SURVIVAL AND INDEMNIFICATION

SECTION 4.01 Survival of Agreements. All covenants and agreements of the parties hereto contained in this Agreement shall survive the Distribution Date.

SECTION 4.02 Indemnification. (a) Except as specifically otherwise provided in the Other Agreements, the New Grace Group shall indemnify, defend and hold harmless the Packco Indemnitees from and against (i) all Indemnifiable Losses arising out of or due to the failure or alleged failure of any member of the New Grace Group (x) to pay any Grace-Conn. Liabilities (including, without limitation, all Liabilities specifically excluded from the definition of Packco Liabilities herein), whether such Indemnifiable Losses relate to events, occurrences or circumstances occurring or existing, or whether such Indemnifiable Losses are asserted, before or after the Distribution Date, or (y) to perform any of its obligations under this Agreement (including the obligation to effect the transfers as provided in the last sentence of Section 2.01(a)); (ii) all Indemnifiable Losses arising out of or based upon any untrue statement or alleged untrue statement of a material fact, or omission or alleged omission to state a material fact required to be stated, in the Registration Statements or the Joint Proxy Statement or any preliminary or final form thereof or any amendment thereto, or necessary to make the statements therein not misleading, except that such indemnifications shall not apply to any Indemnifiable Losses that arise out of or are based upon any statement or omission, or alleged statement or omission, in any of the portions of the Registration Statements or the Joint Proxy Statement, or any preliminary or final form thereof or any amendment thereto, solely with respect to information relating to SAC supplied by SAC specifically for use in the preparation thereof or relating to Newco after the Merger; and (iii) all Indemnifiable Losses arising from or relating to all existing litigation brought by pre-Merger shareholders of Grace acting in such capacity and all litigation to be brought by pre-Merger shareholders of Grace acting in such capacity and relating to any events or transactions occurring prior to the Effective Time or to the transactions contemplated by the Transaction Agreements.

(b) Except as specifically otherwise provided in the Other Agreements, the Packco Group shall indemnify, defend and

hold harmless the New Grace Indemnitees from and against (i) all Indemnifiable Losses arising out of or due to the failure or alleged failure of any member of the Packco Group to pay any Packco Liabilities or to perform any of its obligations under this Agreement after the Distribution Date; and (ii) all Indemnifiable Losses arising out of or based upon any untrue statement or alleged untrue statement of a material fact, or omission or alleged omission to state a material fact required to be stated, in any portion of the Registration Statements or the Joint Proxy Statement (or any preliminary or final form thereof or any amendment thereto) solely with respect to information relating to SAC supplied by SAC specifically for use in the preparation thereof or relating to Newco after the Merger (including the pro forma financial information relating to Newco contained in the Registration Statements (other than the historical information relating to Grace and the Packaging Business)), or necessary to make the statements therein not misleading.

(c) If any Indemnity Payment required to be made hereunder or under any Other Agreement is denominated in a currency other than United States dollars, such payment shall be made in United States dollars and the amount thereof shall be computed using the Foreign Exchange Rate for such currency determined as of the date on which such Indemnity Payment is made.

(d) Notwithstanding anything to the contrary set forth herein, indemnification relating to any arrangements between any member of the Packco Group and any member of the New Grace Group for the provision after the Distribution of goods and services in the ordinary course shall be governed by the terms of such arrangements and not by this Section or as otherwise set forth in this Agreement and the Other Agreements.

SECTION 4.03 Procedures for Indemnification for Third-Party Claims. (a) Grace shall, and shall cause the other Packco Indemnitees to, notify New Grace in writing promptly after learning of any Third-Party Claim for which any Packco Indemnitee intends to seek indemnification from New Grace under this Agreement. New Grace shall, and shall cause the other New Grace Indemnitees to, notify Grace in writing promptly after learning of any Third-Party Claim for which any New Grace Indemnitee intends to seek indemnification from Grace under this Agreement. The failure of any Indemnitee to give such notice shall not relieve any Indemnifying Party of its obligations under this Article except to the extent that such Indemnifying Party or its Affiliate is actually prejudiced by such failure to give notice. Such notice shall describe such Third-Party

Claim in reasonable detail considering the Information provided to the Indemnatee.

(b) Except as otherwise provided in paragraph (c) of this Section, an Indemnifying Party may, by notice to the Indemnatee and to Grace, if New Grace is the Indemnifying Party, or to the Indemnatee and New Grace, if Grace is the Indemnifying Party, at any time after receipt by such Indemnifying Party of such Indemnatee's notice of a Third-Party Claim, undertake (itself or through another member of the Group of which the Indemnifying Party is a member) the defense or settlement of such Third-Party Claim. If an Indemnifying Party undertakes the defense of any Third-Party Claim, such Indemnifying Party shall thereby admit its obligation to indemnify the Indemnatee against such Third-Party Claim, and such Indemnifying Party shall control the investigation and defense or settlement thereof, and the Indemnatee may not settle or compromise such Third-Party Claim, except that such Indemnifying Party shall not (i) require any Indemnatee, without its prior written consent, to take or refrain from taking any action in connection with such Third-Party Claim, or make any public statement, which such Indemnatee reasonably considers to be against its interests, nor (ii) without the prior written consent of the Indemnatee and of Grace, if the Indemnatee is a Packco Indemnatee, or the Indemnatee and of New Grace, if the Indemnatee is a New Grace Indemnatee, consent to any settlement that does not include as a part thereof an unconditional release of the Indemnitees from liability with respect to such Third-Party Claim or that requires the Indemnatee or any of its Representatives or Affiliates to make any payment that is not fully indemnified under this Agreement or to be subject to any non-monetary remedy; and subject to the Indemnifying Party's control rights, as specified herein, the Indemnitees may participate in such investigation and defense, at their own expense. Following the provision of notices to the Indemnifying Party, until such time as an Indemnifying Party has undertaken the defense of any Third-Party Claim as provided herein, such Indemnatee shall control the investigation and defense or settlement thereof, without prejudice to its right to seek indemnification hereunder.

(c) If an Indemnatee reasonably determines that there may be legal defenses available to it that are different from or in addition to those available to its Indemnifying Party which make it inappropriate for the Indemnifying Party to undertake the defense or settlement thereof, then such Indemnifying Party shall not be entitled to undertake the defense or settlement of such Third-Party Claim; and counsel for the Indemnifying Party shall be entitled to conduct the defense of



such Indemnifying Party and counsel for the Indemnitee (selected by the Indemnitee) shall be entitled to conduct the defense of such Indemnitee, it being understood that both such counsel shall cooperate with each other to conduct the defense or settlement of such action as efficiently as possible. The above provisions of this paragraph (c) shall not apply to Third-Party Claims relating to asbestos claims described in the proviso to the definition of Packco Liabilities. Rather, with respect to such asbestos claims, with the consent of Grace-Conn., which shall not be unreasonably withheld, counsel for the Indemnifying Party shall be entitled to conduct the defense of such Third-Party Claim to the extent the legal defenses available to the Indemnifying Party and the Indemnitee are substantially similar, but counsel for the Indemnitee shall be entitled to assert and conduct its own defense to the extent, but only to the extent, of any additional legal defenses available to it.

(d) In no event shall an Indemnifying Party be liable for the fees and expenses of more than one counsel for all Indemnitees (in addition to its own counsel, if any) in connection with any one action, or separate but similar or related actions, in the same jurisdiction arising out of the same general allegations or circumstances.

(e) New Grace shall, and shall cause the other New Grace Indemnitees to, and Grace shall, and shall cause the other Packco Indemnitees to, make available to each other, their counsel and other Representatives, all information and documents reasonably available to them which relate to any Third-Party Claim, and otherwise cooperate as may reasonably be required in connection with the investigation, defense and settlement thereof, subject to the terms and conditions of a mutually acceptable joint defense agreement. Any joint defense agreement entered into by New Grace or Grace with any third party relating to any Third-Party Claim shall provide that New Grace or Grace may, if requested, provide information obtained through any such agreement to the New Grace Indemnitees and/or the Packco Indemnitees.

SECTION 4.04 Remedies Cumulative. The remedies provided in this Article IV shall be cumulative and shall not preclude assertion by any Indemnitee of any other rights or the seeking of any other remedies against any Indemnifying Party. However, the procedures set forth in Section 4.03 shall be the exclusive procedures governing any indemnity action brought under this Agreement, except as otherwise specifically provided in any of the Other Agreements.

ARTICLE V

CERTAIN ADDITIONAL COVENANTS

SECTION 5.01 Notices to Third Parties. In addition to the actions described in Section 5.02, the members of the Packco Group and the members of the New Grace Group shall cooperate to make all other filings and give notice to and obtain consents from all third parties that may reasonably be required to consummate the transactions contemplated by this Agreement, the Merger Agreement and the Other Agreements.

SECTION 5.02 Licenses and Permits. Each party hereto shall cause the appropriate members of its Group to prepare and file with the appropriate licensing and permitting authorities applications for the transfer or issuance, as may be necessary or advisable in connection with the transactions contemplated by this Agreement, the Other Agreements and the Merger Agreement, to its Group of all material governmental licenses and permits required for the members of its Group to operate its Business after the Distribution Date. The members of the New Grace Group and the members of the Packco Group shall cooperate and use all reasonable efforts to secure the transfer or issuance of the licenses and permits.

SECTION 5.03 Intercompany Agreements. All contracts, licenses, agreements, commitments or other arrangements, formal or informal, between any member of the Packco Group, on the one hand, and any member of the New Grace Group, on the other hand, in existence as of the Distribution Date, pursuant to which any member of either Group makes payments in respect of Taxes to any member of the other Group or provides to any member of the other Group goods or services (including, without limitation, management, administrative, legal, financial, accounting, data processing, insurance or technical support), or the use of any Assets of any member of the other Group, or the secondment of any employee, or pursuant to which rights, privileges or benefits are afforded to members of either Group as Affiliates of the other Group, shall terminate as of the close of business on the day prior to the Distribution Date, except as specifically provided herein or in the Other Agreements. From and after the Distribution Date, no member of either Group shall have any rights under any such contract, license, agreement, commitment or arrangement with any member of the other Group, except as specifically provided herein or in the Other Agreements.

SECTION 5.04 Guarantee Obligations. (a) Grace and New Grace shall cooperate, and shall cause their respective Groups to cooperate, to terminate, or to cause a member of the

Packco Group to be substituted in all respects for any member of the New Grace Group in respect of, all obligations of any member of the New Grace Group under any Packco Liabilities for which such member of the New Grace Group may be liable, as guarantor, original tenant, primary obligor or otherwise. If such a termination or substitution is not effected by the Distribution Date, (i) Grace shall indemnify and hold harmless the New Grace Indemnitees for any Indemnifiable Loss arising from or relating thereto, and (ii) without the prior written consent of the Chief Financial Officer, Treasurer or any Assistant Treasurer of New Grace, from and after the Distribution Date, Grace shall not, and shall not permit any member of the Packco Group or any of its Affiliates to, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, contract or other obligation for which any member of the New Grace Group is or may be liable unless all obligations of the New Grace Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the Chief Financial Officer, Treasurer or any Assistant Treasurer of New Grace, provided that the limitations in clause (ii) shall not apply in the event that a member of the Packco Group obtains a letter of credit from a financial institution reasonably acceptable to New Grace and for the benefit of New Grace with respect to such obligation of the New Grace Group.

(b) Grace and New Grace shall cooperate, and shall cause their respective Groups to cooperate, to terminate, or to cause a member of the New Grace Group to be substituted in all respects for any member of the Packco Group in respect of, all obligations of any member of the Packco Group under any Grace-Conn. Liabilities for which such member of the Packco Group may be liable, as guarantor, original tenant, primary obligor or otherwise. The foregoing sentence does not apply to the Grace-Conn. Public Debt, which is governed by Section 2.06. If such a termination or substitution is not effected by the Distribution Date, (i) New Grace shall indemnify and hold harmless the Packco Indemnitees for any Indemnifiable Loss arising from or relating thereto, and (ii) without the prior written consent of the Chief Financial Officer, Treasurer or any Assistant Treasurer of Grace, from and after the Distribution Date, New Grace shall not, and shall not permit any member of the New Grace Group to, renew or extend the term of, increase its obligations under, or transfer to a third party, any loan, lease, contract or other obligation for which any member of the Packco Group is or may be liable unless all obligations of the Packco Group with respect thereto are thereupon terminated by documentation reasonably satisfactory in form and substance to the Chief Financial Officer, Treasurer or any Assistant Treasurer of Grace, provided that the limitations contained in clause (ii) shall

not apply in the event that a member of the New Grace Group obtains a letter of credit from a financial institution reasonably acceptable to Grace and for the benefit of Grace with respect to such obligation of the Packco Group.

SECTION 5.05 Further Assurances.. In addition to the actions specifically provided for elsewhere in this Agreement, each of the parties hereto shall use reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable laws, regulations and agreements to consummate and make effective the transactions contemplated by this Agreement. Without limiting the foregoing, each party hereto shall cooperate with the other party, and execute and deliver, or use reasonable efforts to cause to be executed and delivered, all instruments, and to make all filings with, and to obtain all consents, approvals or authorizations of, any governmental or regulatory authority or any other Person under any permit, license, agreement, indenture or other instrument, and take all such other actions as such party may reasonably be requested to take by any other party hereto from time to time, consistent with the terms of this Agreement, the Merger Agreement and the Other Agreements, in order to effectuate the provisions and purposes of this Agreement.

SECTION 5.06 Environmental Claims Cooperation. With respect to claims relating to Environmental Laws described in clause (a) of the definition of Packco Liabilities, the New Grace Group and the Packco Group shall cooperate to minimize the costs incurred in connection with such claims and shall generally cooperate and provide appropriate information to the other party with respect to such claims. Notwithstanding any other provision of this Agreement, including Article IV, Grace shall be entitled to participate in the defense of any such claims but New Grace shall control the resolution of any such claims; provided that New Grace shall not consent to entry of any judgment or enter into any settlement without the approval of Grace, which approval shall not be unreasonably withheld.

## ARTICLE VI

### ACCESS TO INFORMATION

SECTION 6.01 Provision of Corporate Records. Prior to or as promptly as practicable after the Distribution Date, Grace shall retain complete and accurate copies but shall deliver to New Grace all corporate books and records of the New Grace Group in its possession and copies of the relevant portions of all corporate books and records of the Packco Group

relating directly and predominantly to the Grace-Conn. Assets, the New Grace Business, or the Liabilities of the New Grace Group, including, in each case, all active agreements, active litigation files and government filings. Grace shall also retain complete and accurate copies but deliver to New Grace all corporate board and committee minute books of Grace. From and after the Distribution Date, all such books, records and copies shall be the property of New Grace. Prior to or as promptly as practicable after the Distribution Date, New Grace shall deliver to Grace all corporate books and records of the Packco Group in its possession and copies of the relevant portions of all corporate books and records of the New Grace Group relating directly and predominantly to the Packco Assets, the Packaging Business, or the Liabilities of the Packco Group, including, in each case, all active agreements, active litigation files and government filings. From and after the Distribution Date, all such books, records and copies shall be the property of Grace. The costs and expenses incurred in the provision of records or other information to a party shall be paid for (including reimbursement of costs incurred by the providing party) by the requesting party.

SECTION 6.02 Access to Information. From and after the Distribution Date, each of Grace and New Grace shall afford to the other and to the other's Representatives reasonable access and duplicating rights during normal business hours to all Information within the possession or control of such party's Group relating to the other party's Group's pre-Distribution business, Assets or Liabilities or relating to or arising in connection with the relationship between the Groups on or prior to the Distribution Date, insofar as such access is reasonably required for a reasonable purpose, subject to the provisions below regarding Privileged Information. Without limiting the foregoing, Information may be requested under this Section 6.02 for audit, accounting, claims, litigation and Tax purposes, as well as for purposes of fulfilling disclosure and reporting obligations.

In furtherance of the foregoing:

(a) Each party hereto acknowledges that: (i) Each of Grace and New Grace (and the members of the Packco Group and the New Grace Group, respectively) has or may obtain Privileged Information; (ii) there are a number of Litigation Matters affecting each or both of Grace and New Grace; (iii) both Grace and New Grace have a common legal interest in Litigation Matters, in the Privileged Information and in the preservation of the confidential status of the Privileged Information, in each case relating to the pre-Distribution business of the Packco Group or the New

Grace Group or relating to or arising in connection with the relationship between the Groups on or prior to the Distribution Date; and (iv) both Grace and New Grace intend that the transactions contemplated hereby and by the Merger Agreement and the Other Agreements and any transfer of Privileged Information in connection therewith shall not operate as a waiver of any potentially applicable privilege.

(b) Each of Grace and New Grace agrees, on behalf of itself and each member of the Group of which it is a member, not to disclose or otherwise waive any privilege attaching to any Privileged Information relating to the pre-Distribution business of the New Grace Group or the Packco Group, respectively, or relating to or arising in connection with the relationship between the Groups on or prior to the Distribution Date, without providing prompt written notice to and obtaining the prior written consent of the other, which consent shall not be unreasonably withheld and shall not be withheld if the other party certifies that such disclosure is to be made in response to a likely threat of suspension or debarment or similar action; provided, however, that Grace and New Grace may make such disclosure or waiver with respect to Privileged Information if such Privileged Information relates solely to the pre-Distribution business of the Packco Group in the case of Grace or the New Grace Group in the case of New Grace. In the event of a disagreement between any member of the Packco Group and any member of the New Grace Group concerning the reasonableness of withholding such consent, no disclosure shall be made prior to a resolution of such disagreement by a court of competent jurisdiction, provided that the limitations in this sentence shall not apply in the case of disclosure required by law and so certified as provided in the first sentence of this paragraph.

(c) Upon any member of the Packco Group or any member of the New Grace Group receiving any subpoena or other compulsory disclosure notice from a court, other governmental agency or otherwise which requests disclosure of Privileged Information, in each case relating to pre-Distribution business of the New Grace Group or the Packco Group, respectively, or relating to or arising in connection with the relationship between the Groups on or prior to the Distribution Date, the recipient of the notice shall promptly provide to the other Group (following the notice provisions set forth herein) a copy of such notice, the intended response, and all materials or information relating to the other Group that might be disclosed. In

the event of a disagreement as to the intended response or disclosure, unless and until the disagreement is resolved as provided in paragraph (b) of this Section, the parties shall cooperate to assert all defenses to disclosure claimed by either party's Group, and shall not disclose any disputed documents or information until all legal defenses and claims of privilege have been finally determined.

SECTION 6.03 Production of Witnesses. Subject to Section 6.02, after the Distribution Date, each of Grace and New Grace shall, and shall cause each member of the Packco Group and the New Grace Group, respectively, to make available to New Grace or Grace or any member of the New Grace Group or of the Packco Group, as the case may be, upon written request, such Group's directors, officers, employees and agents as witnesses to the extent that any such Person may reasonably be required in connection with any Litigation Matters, administrative or other proceedings in which the requesting party may from time to time be involved and relating to the pre-Distribution business of the Packco Group or the New Grace Group or relating to or in connection with the relationship between the Groups on or prior to the Distribution Date.

SECTION 6.04 Retention of Records. Except as otherwise agreed in writing, or as otherwise provided in the Other Agreements, each of Grace and New Grace shall, and shall cause the members of the Group of which it is a member to, retain all Information in such party's Group's possession or under its control relating directly and predominantly to the pre-Distribution business, Assets or Liabilities of the other party's Group until such Information is at least ten years old or until such later date as may be required by law, except that if, prior to the expiration of such period, any member of either party's Group wishes to destroy or dispose of any such Information that is at least three years old, prior to destroying or disposing of any of such Information, (a) the party whose Group is proposing to dispose of or destroy any such Information shall provide no less than 30 days' prior written notice to the other party, specifying the Information proposed to be destroyed or disposed of, and (b) if, prior to the scheduled date for such destruction or disposal, the other party requests in writing that any of the Information proposed to be destroyed or disposed of be delivered to such other party, the party whose Group is proposing to dispose of or destroy such Information promptly shall arrange for the delivery of the requested Information to a location specified by, and at the expense of, the requesting party.

SECTION 6.05 Confidentiality. Subject to Section 6.02, which shall govern Privileged Information, from and after the Distribution Date, each of Grace and New Grace shall hold, and shall use reasonable efforts to cause its Affiliates and Representatives to hold, in strict confidence all Information concerning the other party's Group obtained by it prior to the Distribution Date or furnished to it by such other party's Group pursuant to this Agreement or the Other Agreements and shall not release or disclose such Information to any other Person, except its Affiliates and Representatives, who shall be bound by the provisions of this Section 6.05, and each party shall be responsible for a breach by any of its Affiliates or Representatives; provided, however, that any member of the Packco Group or the New Grace Group may disclose such Information to the extent that (a) disclosure is compelled by judicial or administrative process or, in the opinion of such Person's counsel, by other requirements of law, or (b) such party can show that such Information was (i) available to such Person on a nonconfidential basis (other than from a member of the other party's Group) prior to its disclosure by the other party's Group, (ii) in the public domain through no fault of such Person or (iii) lawfully acquired by such Person from another source after the time that it was furnished to such Person by the other party's Group, and not acquired from such source subject to any confidentiality obligation on the part of such source known to the acquiror. Notwithstanding the foregoing, each of Grace and New Grace shall be deemed to have satisfied its obligations under this Section 6.05 with respect to any Information (other than Privileged Information) if it exercises the same care with regard to such Information as it takes to preserve confidentiality for its own similar Information.

SECTION 6.06 Cooperation with Respect to Government Reports and Filings. Grace, on behalf of itself and each member of the Packco Group, agrees to provide any member of the New Grace Group, and New Grace, on behalf of itself and each member of the New Grace Group, agrees to provide any member of the Packco Group, with such cooperation and information as may be reasonably requested by the other in connection with the preparation or filing of any government report or other government filing contemplated by this Agreement or in conducting any other government proceeding relating to the pre-Distribution business of the Packco Group or the New Grace Group, Assets or Liabilities of either Group or relating to or in connection with the relationship between the Groups on or prior to the Distribution Date. Such cooperation and information shall include, without limitation, promptly forwarding copies of appropriate notices and forms or other communications received from or sent to any government authority which relate to the Packco Group, in the case of the New Grace Group, or the New Grace



Group, in the case of the Packco Group. Each party shall make its employees and facilities available during normal business hours and on reasonable prior notice to provide explanation of any documents or Information provided hereunder.

#### ARTICLE VII

##### NO REPRESENTATIONS OR WARRANTIES

SECTION 7.01 No Representations or Warranties. Except as expressly set forth herein or in any other Transaction Agreement (including Article II and Sections 4.01, 4.02 and 5.05), New Grace and Grace-Conn. understand and agree that no member of the Packco Group is, in this Agreement or in any other agreement or document, representing or warranting to New Grace or any member of the New Grace Group in any way as to the Grace-Conn. Assets, the New Grace Business or the Grace-Conn. Liabilities, it being agreed and understood that New Grace and each member of the New Grace Group shall take all of the Grace-Conn. Assets "as is, where is." Except as expressly set forth herein or in any other Transaction Agreement and subject to Sections 4.01, 4.02 and 5.05, New Grace and each member of the New Grace Group shall bear the economic and legal risk that the Grace-Conn. Assets shall prove to be insufficient or that the title of any member of the New Grace Group to any Grace-Conn. Assets shall be other than good and marketable and free from encumbrances. Except as expressly set forth herein or in any other Transaction Agreement (including Article II and Sections 4.01, 4.02 and 5.05), Grace understands and agrees that no member of the New Grace Group is, in this Agreement or in any other agreement or document, representing or warranting to Grace or any member of the Packco Group in any way as to the Packco Assets, the Packaging Business or the Packco Liabilities, it being agreed and understood that Grace, Packco and each other member of the Packco Group shall take all of the Packco Assets "as is, where is." Except as expressly set forth herein or in any other Transaction Agreement and subject to Sections 4.01, 4.02 and 5.05, Grace and each member of the Packco Group shall bear the economic and legal risk that the Packco Assets shall prove to be insufficient or that the title of any member of the Packco Group to any Packco Assets shall be other than good and marketable and free from encumbrances. The foregoing shall be without prejudice to any rights under Article II, Section 4.01, Section 4.02 or Section 5.05 or to the covenants otherwise contained in this Agreement or any other Transaction Agreement.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 Conditions to Obligations. (a) The obligations of the parties hereto to consummate the payment of the Distribution are subject to the satisfaction of each of the following conditions:

(i) the transactions contemplated hereby (including the Distribution, the Recapitalization, the Merger, the amendment to the Grace Certificate of Incorporation and otherwise as required by applicable law and stock exchange regulations) shall have been duly approved by Grace shareholders;

(ii) all conditions to the Merger set forth in the Merger Agreement (other than that the Distribution be consummated) shall have been satisfied or waived;

(iii) all third-party consents and governmental approvals required in connection with the transactions contemplated hereby shall have been received, except where the failure to obtain such consents or approvals would not have a material adverse effect on either (A) the ability of the parties to consummate the transactions contemplated by this Agreement, the Other Agreements or the Merger Agreement or (B) the business, assets, liabilities, financial condition or results of operations of Grace-Conn. or Packco and their respective subsidiaries, taken as a whole;

(iv) the transactions contemplated by Article II shall have been consummated in all material respects, to the extent required to be consummated prior to the Distribution;

(v) the shares of New Grace Common Stock to be issued in the Distribution, and the shares of Newco Common Stock and the Newco Convertible Preferred Stock to be issued in the Recapitalization and the Merger, as the case may be, shall have been authorized for listing on the NYSE, in each case subject to official notice of issuance;

(vi) the Board of Directors of New Grace, composed as contemplated by Section 2.09, shall have been duly elected;

(vii) the Registration Statements shall have been declared effective under the Exchange Act or the Securities

Act, as the case may be, by the SEC and no stop order suspending the effectiveness of either of the Registration Statements shall have been issued by the SEC and, to the knowledge of Grace and New Grace, no proceeding for that purpose shall have been instituted by the SEC;

(viii) the applicable parties shall have entered into each of the Other Agreements;

(ix) (A) the Board of Directors of Grace shall have received customary opinions of a nationally recognized investment banking or appraisal firm in form and substance reasonably satisfactory to such Board to the effect that, after giving effect to the transactions set forth in Article II hereof, neither Grace nor New Grace and Grace-Conn. will be insolvent (such opinions to be dated as of the date of the Merger Agreement, the date the Board of Directors of Grace declares the Distribution and the Distribution Date) and (B) the financial condition of each of Grace and Grace-Conn. satisfies the requirements of Section 170 of the Delaware General Corporation Law and Section 33-687 of the Connecticut Business Corporation Act, respectively, such that the distribution of the common stock of Packco to Grace by Grace-Conn. and the Distribution may be effected without violating such Sections, and the Board of Directors of Grace and the Board of Directors of Grace-Conn. shall in good faith have determined that such requirements have been satisfied; and

(x) the transactions contemplated hereby shall be in compliance with all applicable federal and state securities laws.

(b) Any determination made by the Board of Directors of Grace or Grace-Conn. on behalf of such party hereto prior to the Distribution Date concerning the satisfaction or waiver of any or all of the conditions set forth in this Section shall be conclusive.

SECTION 8.02 Use of Grace Name and Mark. Grace acknowledges that Grace-Conn. shall own all rights in the "Grace" name and logo and related tradenames and marks. Effective at the Distribution Date, Grace shall change its name to a name that does not use the word "Grace" or any variation thereof and shall itself, and shall cause each member of the Packco Group to, cease all use of the "Grace" name as part of any corporate name. As promptly as practicable after the Distribution Date, Grace shall, and shall cause each member of the Packco Group

to, cease all other use of the "Grace" name and logo and related tradenames and marks, provided that Grace may use inventory including any such name, logo, tradenames or marks in existence as of the Distribution Date. Grace shall cause the Packco Group to use such names, logos and marks during such transition period only to the extent consistent with past practice and as Grace reasonably believes is appropriate, and during the period of such usage Grace shall cause the Packco Group to maintain the same standards of quality with respect to such names, logos and marks as previously exercised. No such material shall be used by the Packco Group after the six-month anniversary of the Distribution Date.

SECTION 8.03 Complete Agreement. This Agreement, the Exhibits and Schedules hereto and the agreements and other documents referred to herein shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof (other than the Merger Agreement and the schedules and exhibits thereto) and shall supersede all previous negotiations, commitments and writings with respect to such subject matter.

SECTION 8.04 Expenses. Except as otherwise specifically provided herein or in any other Transaction Agreement, New Grace shall bear all costs and expenses (including all Debt Costs, Adjusted Foreign Transfer Taxes, Severance Costs and losses of benefits) incurred by Grace, New Grace and/or any members of their respective Groups (collectively, the "Transaction Costs") in connection with the transactions contemplated by this Agreement and the Other Agreements (including the Contribution (and the related transfers, separations and/or allocations of Assets and Liabilities), the Intragroup Spinoff, the Distribution and the Recapitalization)); provided that Grace (for the account of Newco after the Merger) agrees to bear: (i) the lesser of \$50 million and 37% of the aggregate amount of all Debt Costs, Adjusted Foreign Transfer Taxes and Severance Costs; (ii) the lesser of \$10 million and 37% of all other Transaction Costs (excluding any Debt Costs, Adjusted Foreign Transfer Taxes, Severance Costs and costs and expenses payable by New Grace or Grace pursuant to Section 6.12 of the Merger Agreement) and (iii) the fees and costs incurred in connection with the Grace Credit Agreement. "Severance Costs" means the costs associated with the termination in connection with the transactions contemplated hereby (including the Merger) of employment of employees of Grace and Grace-Conn. located at the Grace corporate headquarters. To the extent Transaction Costs are not included in the New Grace Capital Contribution, Newco or New Grace shall promptly pay its share of any such costs upon receipt of reasonable documentation relating to such costs. Appropriate payment shall be made between the parties